The Bombay Gazette.

No. 7,585.—New Series. BOMBAY :—WEDNESDAY, JULY 6, 1870. Annual Subscription in Advance...Rupees Fifty-two.

17

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town	Rs. 52 0
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LONG ADVERTISEMENTS.

First insertion	8 As. per line.
Second Ditto	4½ „ „
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In the Native Languages, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

The British India Steam Navigation Company (Limited), under contract with Government, despatch Steamers as above, with Mails, Passengers, and Cargo, every fourteen days.

During the S. W. Monsoon viz. from the beginning of June to the end of August, the steamers do not communicate with the ports of Ratnagherry, Vingorla, Mangalore, Cannanore, Tellicherry, Calicut, Beypore, and Cochin, but passengers for these ports and the Neighberries may be landed at Narrakal, six miles north of Cochin from whence they may proceed by back water to stations on the Madras Railway.

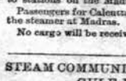
Passengers for Calcutta can take the same route, picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging Cargo and Passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.)



The British India Steam Navigation Company (Limited) under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Lingah, Bushire, Fao, Mahomerah, and Bussorah.

The Steam-ship ABYSSINIA, 1,129 Tons, 200 H. P., Commander J. C. Sharp, will be despatched on the 9th July 1870, at 4 P.M.

Up.	July.	Down.	July.
Leave Bombay	9	Leave Bussorah	23
„ Kurrachee	13	„ Mahomerah	27
„ Guadur	14	„ Fao	29
„ Muscat	17	„ Muscat	Aug. 1
„ Bunder Abbas.....	19	„ Bushire	2
„ Lingah	20	„ Lingah	4
„ Bushire	25	„ Bunder Abbas.....	8
„ Fao	24	„ Muscat	8
„ Mahomerah	24	„ Guadur	10
Arrive Bussorah	25	„ Kurrachee	13
		Arrive Bombay	16

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

The British India Steam Navigation Company (Limited), under Mail Contract with Government, and in connection with the Weekly Service from England, despatch a Steamer to Kurrachee every Saturday at 4 P.M.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM FERRIES (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders :—

Fares from Bombay to }	Rewas.	Dhurumtur.	Butchers Island and Oorun.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	2 0	3 0	2 0	3 0
Second Class	0 12	1 0	0 8	0 12
Third Class	0 6	0 8	0 4	0 6

The Dhurumtur Ferry leaves Carnac Bunder daily at 9 A.M., and Dhurumtur at 1 P.M.

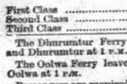
The Oolwa Ferry leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M.

Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

Bombay, 5th November 1867.

FOR LIVERPOOL VIA SUEZ CANAL.



The first class Steamer H. A. BRIGHTMAN, 517 tons Register, will be despatched about the 12th July, and has accommodation for a few Passengers.

For Freight or Passage apply to the undersigned, who are prepared to register insurance on Cargo at 1½ per cent.

BLACKWELL & Co.

FOR LIVERPOOL VIA THE SUEZ CANAL.

MESSRS. THOMAS and JAMES HARRISON'S S. S. ALHAMBRA will be despatched for Liverpool, via the Suez Canal, on or about the 13th of July.

For Freight or Passage apply to

W. & A. GRAHAM & Co.,
Agents s. s. Alhambra.

Bombay, 29th June 1870.

P.S.—The Alhambra had a number of Passengers on her passage out, who expressed themselves to Captain Mee as well satisfied with all the arrangements on board his Steamer.

STEAM COMMUNICATION WITH ITALY, VIA THE SUEZ CANAL.

(Direct Service between Bombay, Messina, Naples, Leghorn, and Genoa.)

THE Italian Steam Navigation Company of Messrs. R. RUBATTINO & Co., under contract with the Italian Government, for carrying the Royal Mails between Genoa, Sardinia, Corsica, Sicily, Archipelago-Toscano, Tunis and Alexandria, have resolved to run, for the present, MONTHLY STEAMERS from Bombay to the above-named Italian Ports, for which purpose four new English-built First Class Steamers of 2,000 Tons each, have been constructed in England with special regard to all the requirements of the Passenger Traffic from and to India.

The steamers will leave this Port about the end of each month until further notice.

PASSENGER RATES.

(Inclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.	3rd Class.	
To Aden	£23	£15	.....	Without Food
„ Suez	36	29	8	
„ Port Said	40	24	9	
„ Messina	48	33	13	
„ Naples	50	35	13	
„ Leghorn	53	36	15	
„ Genoa	53	36	15	

Including Food

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Passengers are allowed to break the voyage at any of the above-named Mediterranean Ports, and are free to proceed by any of the Company's vessels to the port of destination marked on their Ticket.

Passengers returning within 6 months of their departure from Bombay by the Steamers of the Company, are entitled to a reduction of 20 per cent. on the Return Fare.

Berths may be secured in advance by depositing half the amount of fare.

In accordance with the above, the first of the Steamers which have been built for this line, the INDIA, 2,000 tons, affording superior accommodation for 1st, 2nd, and 3rd class passengers, will be despatched from Bombay on or about 8th July, 1870.

The s. s. INDIA has first and 3rd class berths only. No second class berths.

For prospectus and rates of freight apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 9th June 1870.

NEW OVERLAND ROUTE (via SUEZ CANAL).

DIRECT SERVICE BETWEEN BOMBAY and MARSEILLES, touching at ADEN, SUEZ, ISMAILIA, PORT SAID, ALEXANDRIA (in case of need), and MARSEILLES.

LA COMPAGNIE MARSEILLAISE DE NAVIGATION A VAPEUR.—MARC FRAISSINET PERE and FILS will DESPATCH STEAMERS MONTHLY from BOMBAY to MARSEILLES, via the SUEZ CANAL.

Parsiont.—The Company undertakes to grant through Bills of Lading for the above, and most other Continental Ports and also for Liverpool. They have further made arrangements with Edward Cotton at a through rate from Bombay to the principal towns in France, Germany, Switzerland, Italy, Belgium, and Spain.

Freight on Goods shipped to Europe to be payable at destination.

INSURANCE may be effected on very moderate terms, under the Company's Floating Policy, on goods shipped to the Continent by their own Steamers. Premiums of Insurance from Bombay to Marseilles ½ per cent.

The undersigned are also prepared to receive Merchandize from up-country, and to forward same to any part of Europe.

PASSENGER RATES.

(Inclusive of Wines, and all Transit Fees through the Canal.)

	1st Class.	2nd Class.	Deck.	
To Aden.....	£ 25	£ 15	£ 5	Without Food
„ Suez	£ 40	£ 22-10	£ 8	
„ Port Said	£ 42	£ 24	£ 9	
„ Marseilles ..	£ 56	£ 36	£ 14	

Children over three and under ten years of age, half fare.

The Company issue Return Tickets available for six months, deducting 20 per cent from the cost of the Return Passage.

The Steamers carry both Doctor and Stewardess.

Departures from Marseilles on the 1st and from Bombay about the 7th of each month.

Owing to the Monsoon, the departures fixed for July and August, have been suspended.

The fine Steam Ship EUROPE, 2,500 tons, Captain Martino, will be despatched on or about the 7th September next.

For further particulars, rates of Freight, &c., apply to

KUNKLER, PREISWERCK, & Co., Agents.

Elphinstone Circle, 6th June 1870.

SHIPPING.

OVERLAND FREIGHT ROUTE VIA SUEZ CANAL.

THE Bombay and Bengal Steam Ship Company, take cargo to Liverpool, London, and Havre, via the Canal.

Rates of Fare for Passengers.

To Liverpool via Suez Canal—1st class £50 ; 2nd class £35. } Exclusive of Wines.
To Suez—1st class £40; 2nd class £22 10s. }
To Trieste (exclusive of Transit)—1st class £55 ; 2nd class £34.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London ; Messrs. Tod, Kennard & Co., Liverpool ; Messrs. Tod, Rathborne & Co., Alexandria ; or to the undersigned in Bombay.

STEARNS, HOBART, & Co.

Bombay, 8th June 1870.

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

MONTHLY LINE OF STEAMERS BETWEEN BOMBAY AND TRIESTE, VIA SUEZ CANAL.

THE Company intends to despatch EVERY MONTH a Steamer from TRIESTE to BOMBAY, and *vice versâ*. The new Steamer APIS, 1,400 tons, will leave Bombay for Trieste on or about the 20th July, and will be followed by the new Steamer SPHINX, 1,400 Tons, on or about the 20th August.

These Steamers have limited accommodation for a small number of Passengers.

PASSENGER RATES FROM BOMBAY :

	Cabin.	Deck without Food.
To Aden.....	£16	£6 -15
To Suez	£28	£11-15
To Port Said	£30	£12-10
To Trieste	£40	£16-10

Cargo taken for Trieste direct, also for Venice, Constantinople, and Odessa.

Besides the above direct line, there is a weekly service by MAIL STEAMERS between Alexandria and Trieste, and price *corsi*, in conjunction with the P. & O. Co.'s Mail Steamers to and from Suez. The Austrian Lloyd's Mail Steamers leave Alexandria direct for Trieste immediately after the arrival of the Bombay and Calcutta Mails from Suez. The distance between Alexandria and Trieste is 200 miles shorter than that between Alexandria and Marseilles, and the voyage to Trieste is much more agreeable, it being a coasting trip full of variety of beautiful scenery from the Island of Candia to the Port of Trieste. The passage occupies only 4½ to 5 days, and the Company's best Steamers are employed on this Line, which are built expressly for this service, with special regard to the accommodation and comfort of passengers, and have each an experienced Surgeon on board. At Trieste the traveller to England has an extensive choice of picturesque and interesting routes, occupying from three days six hours to five days to London, at an expense varying from £7 to £13.

Passengers by the P. & O. Co.'s steamers to Suez can have their baggage forwarded by that Company's steamers to Southampton, at a charge of 10s. per cwt., to which the Austrian Lloyd's Agent at Suez will attend.

The undersigned Agents grant also passage tickets for the steamers plying between Alexandria and Trieste, and for the railway between Suez and Alexandria.

PASSENGER RATES FROM ALEXANDRIA TO TRIESTE :

First Class.....£13 | Second Class £9

Children under 10 years at Half Fare ; under 2 years, Free.

REDUCED FARES FOR FAMILIES, consisting of not less than 3 adult members travelling together :—First Class, £10-16 per head. Second Class, £7-10 per head.

Railway tickets, from SUEZ to ALEXANDRIA, with all the privileges of passengers by the P. & O. Co., First Class, £4-10 ; Second Class, £2-5. Children over 3 and under 10 years at Half Fare.

Under arrangements made with the Bombay and Bengal Steam Ship Company, (Messrs. Stearns, Hobart & Co., Managers,) Passengers from BOMBAY can book through to TRIESTE via ALEXANDRIA (but incurring Transit through Egypt) :—First Class, £53 ; Second Class, £34, exclusive of wines.

In conjunction with the Austrian Lloyd, Cargo for Trieste and Venice can be booked through from Bombay by the P. & O. Co ; and the Bombay and Bengal Steam Ship Co., and via Bombay from the various ports touched at by the steamers of the British India Steam Navigation Company.

TRANSHIPMENT SERVICE AT PORT SAID.

GOODS for Trieste, Venice, Odessa, and Ports on the Syrian, Turkish and Greek Coasts, shipped by Steamers under any Flag whatever from Japanese, Chinese and Indian Ports bound to Mediterranean or British Ports, via Suez Canal, are received and transhipped by the Austrian Lloyd's Agent at Port Said, and forwarded to their destination by the Company's regular lines of Steamers.

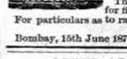
For further particulars, and for freight and passage apply to

A. C. GUMPERT & Co.,
Agents for the Austrian Lloyd.

Bombay, 30, Medow Street.

FOR LONDON via HAVRE.

(To follow the COSPATRICK.)



THE A. I. Composite clipper Ship DILAWUR, 1306 tons register, James H. Baillie, Commander. This vessel has excellent accommodation for first class passengers.

For particulars as to rates of freight and passage apply to

W. NICOL & Co., Agents.

Bombay, 15th June 1870.

NEW ADVERTISEMENTS.

TREACHER and COMPANY (Limited).—NOTICE.—The DIVIDEND declared at the SIXTH ANNUAL GENERAL MEETING, viz., Rs. 25 per SHARE, WILL BE PAID on and after THURSDAY, 14th July, at the Chief Offices, Byculla, to those SHAREHOLDERS who were on the Register on the 29th June.

The Share Certificates must be produced when applying for the Dividend. By order,

W. COLCLOUGH, Chief Manager.

Byculla, 4th July 1870.

GREAT INDIAN PENINSULA RAILWAY.—The undersigned will receive TENDERS, up to the 13th instant, inclusive, for the supply of four hundred and fifty (450) tons best SMITHY COAL, to be delivered free of charge at the Company's Locomotive Depot, Byculla.

The said Coal to be subject to the examination and approval of the Company's Locomotive Superintendent.

W. WARDEN MORICE.

Byculla Stores Office, 5th July 1870.

CUSTOM'S SALE of UNCLAIMED and CONFISCATED GOODS.—In modification of previous Advertisements, the SALE announced to take place at the Custom's Bonded Warehouse on SATURDAY, the 9th instant, is POSTPONED to MONDAY, the 11th instant, at 12 o'clock noon.

H. E. JACOMB,
Deputy Commissioner of Customs, Salt and Opium, P. D.

Bombay Custom House, 5th July 1870.

SALE of SERVICEABLE SALT MEAT.—NOTICE is hereby given, that a quantity of SERVICEABLE SALT BEEF in Tierces will be SOLD by PUBLIC AUCTION at the Commissariat Stores, Town Barracks, on TUESDAY the 12th and MONDAY the 18th instant.

Terms—Cash, and the lots to be cleared away forthwith.

The Meat will be sold in small lots to meet the convenience of the purchasers.

HENRY VAN HEYTHUYSEN, Captain,
Executive Commissariat Officer.

Bombay, Executive Commissariat Office, 5th July 1870.

FOR SALE, a small quantity of the following WINES just arrived from Bordeaux :—

Fabrizan	at Rs. 11 per case of 1 dozen.
Muscat	at Rs. 22 „

REMINGTON & Co.

WANTED, a duly qualified BOOK-KEEPER, in a Merchant's Office.—Apply by letter to F, "Bombay Gazette" Office.

BY ROYAL COMMAND.

JOSEPH GILLOTT'S CELEBRATED STEEL PENS.

Sold by all Dealers throughout the World.

SUN FIRE OFFICE.—Established 1710.

POLICIES opened on WAREHOUSES and SHOPS, MERCHANDIZE, DWELLINGS, HOUSEHOLD FURNITURE, and other insurable property, in Bombay and the Mofussil, at current rates, by

PEEL, CASSELS, & Co., Agents.

RAIN GUAGES.

	Cash Rs.	Credit Rs.
CROSLEY'S SELF-REGISTERING RAIN GUAGE, with full instructions for use	20	100
A special addition has been made to this instrument for India. It is the most perfect Rain Guage hitherto invented.		
SYMON'S RAIN GUAGE	18	20

TREACHER & Co. (Limited).

ST. ANDREW'S LIBRARY.

NOTICE.

A COMPLETE BOOK CATALOGUE is in course of preparation ; orders will be registered.

AN AD-INTERIM PAMPHLET, containing Paragraph Notices and Lists of Valuable Books, Instruments, Pictures and Sundries, may be had on application.

THACKER, VINING, & Co.

BISHOP'S GRANULAR EFFERVESCENT CITRATE OF MAGNESIA,

INTRODUCED AND PREPARED BY

ALFRED BISHOP, Manufacturing Chemist,

17 and 18, Peck's Fields, Mile-end New Town, London.

This perfectly white and delicately cleansed granulated preparation possesses remarkable effervescent qualities, which far surpasses the ordinary Seidlitz Powder in its cooling, refreshing, and mild aperient properties, as well as in its flavour as a saline draught. It is particularly well adapted for women and young children, on account of its most agreeable flavour and mild effect.

N.B.—The genuine has the name of BISHOP upon the Bottle, also the Name and Trade Mark upon the Label, and is sold in convenient sizes and secured in so perfect a manner that it may be shipped with safety to any part of the world.

Manufacturer also of Granulated and Effervescent Carbonate of Iron, Citrate of Iron, Citrate of Quinine, Citrate of Quinine and Iron, Carbonate of Lithia in Tubes, Citrate of Lithia, Vichy Salt, Seidlitz Mixture, and all other Granulated Preparations.

In Chancery.—Caution.—Bishop's Granular Effervescent Citrate of Magnesia.—Mr. Bishop, having discovered that the Label which he has used since 1861 was being imitated, resorted by applied to the Court of Chancery for an injunction to restrain such imitation. The injunction was immediately granted, and the Defendant was ordered to pay all Mr. Bishop's Costs and destroy the Labels complained of.

NOTICES.

GREAT INDIAN PENINSULA RAILWAY.

NOTICE.

CLOSING OF THE HALF YEAR'S ACCOUNTS.

The UNDERSIGNED requests that all CLAIMS and OUTSTANDING ACCOUNTS against the STORES DEPARTMENT may be SENT IN AT ONCE for examination and payment.

W. WARDEN MORICE, Storekeeper.

Stores Office, Byculla, 4th July 1870.

GREAT INDIAN PENINSULA RAILWAY.

The UNDERSIGNED is prepared to receive TENDERS for the supply of 50 TONS each of PURE CASTOR and COCOA-NUT OIL, deliveries to commence immediately after acceptance of Tender, and to be continued as may be directed by the Undersigned.

Price to include delivery at the Stores Department, Byculla.

Sealed Tenders together with a small sample of each description of Oil, to be sent to the undersigned not later than Noon on Monday, the 25th instant.

W. WARDEN MORICE, Storekeeper.

Stores Office, Byculla, 4th July 1870.

VICTORIA COTTON GIN and PRESS COMPANY (Limited).—A SPECIAL GENERAL MEETING of the SHAREHOLDERS of the above Company will be HELD at the Registered Office, Amjud Bagh, Broach, on TUESDAY, July 19th, 1870, at 4 P.M., to confirm the following SPECIAL RESOLUTION, carried unanimously at the Annual General Meeting held at Broach on the 30th ultimo :—

Proposed by James Greave, Esq.,
Seconded by George Cotton, Esq.,

That from the balance of the year's profit, after payment of dividend, the Capital of the Company be reduced from Rs. 1,50,000 to Rs. 1,27,500, by repayment to each Shareholder on the Company's register this day the sum of Rs. 150 per share, thus reducing the value of each Share from Rs. 1,000 to Rs. 850."

By order of the Directors,

GREAVES, COTTON & Co., Secretaries and Treasurers.

Broach, 4th July 1870.

ALBERT POLICY-HOLDERS are requested to communicate with the undersigned before joining any other Office.

C. H. OGBOURNE.

5, Chowringhee Road, Calcutta, 20th May 1870.

ALBERT LIFE ASSURANCE COMPANY (In Liquidation).—The undersigned having been appointed ATTORNEY in India for the Official Liquidators with the sanction of the Court of Chancery, all Communications on Liquidation business should be addressed to him.

C. H. OGBOURNE,
Attorney for the Official Liquidators.

Calcutta, 8th June 1870.

ALBERT LIFE ASSURANCE COMPANY.

At a large MEETING of POLICYHOLDERS of the ALBERT LIFE ASSURANCE COMPANY and its ASSOCIATED OFFICES to-day, Mr. JAMES THOMSON in the Chair, the following RESOLUTIONS were adopted :—

1. "That the Policyholders approve and accept the scheme of reconstruction proposed by the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company, and now submitted to the Meeting, subject to such modifications as may be found expedient, and be sanctioned by the Court of Chancery."

2. "That this Meeting earnestly impress upon the Policyholders the importance of sending in their individual assents to the scheme as speedily as possible, so as to strengthen the hands of the Committee in carrying the same into effect."

3. "That the Policyholders consider it desirable and agree to pay the premiums due on their respective Policies to an account to be opened at the Bank of England and the Agra Bank, Limited, in the names of Messrs. Thomson, Bell, and Major-General Cunningham, three of the Members of the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company ; the premiums to be returned, in case the Scheme of Reconstruction should not be carried out, without deduction of any kind."—*Times*, 23rd April 1870.

The AGRA BANK, Limited, is PREPARED to RECEIVE PREMIA on Policies in the above Company, in terms of the foregoing Resolutions.

EDWARD MORRISS,
Manager, Bombay Branch.

Bombay, 1st June 1870.

ALLGEMEINE VERSICHERUNGS GESELLSCHAFT ÜFUER SEE-, FLUSS-, UND LAND-TRANSPORT IN DRESDEN.

The undersigned have been APPOINTED AGENTS for the above Marine Insurance Company, and are prepared to accept Risks and to issue Policies.

A. C. GUMPERT & Co.

Bombay, March, 1870.

COMPAGNIE LYONNAISE D'ASSURANCES MARITIMES—LYONS.—The undersigned having been appointed AGENTS of the above-mentioned MARINE INSURANCE COMPANY are now prepared to accept Risks and grant Policies on every kind of Produce, shipped by Steamer or by Sailing Vessel to any Port.

All risks accepted by the Compagnie Lyonnaise d'Assurances Maritimes are participated in equally by the following old-established French Companies, viz. :—

Le Lloyd Français, established 33 years.
La Compagnie Francaise, established 10 years.

Bombay, 19th April 1870. GADDUM & Co.

SEALED TENDERS will be received by the Superintendent of Marine up to 1 P.M. on WEDNESDAY the 6th proximo, for the PURCHASE of the HULLS of H. M.'s Steam Vessels LORD ELPHINSTONE and EARL OF CANNING, with their Masts, Standing Rigging and Fixtures. The former Vessel built of iron at Port Glasgow in 1866, being 654 29/100 tons, 150 horse power, 235 feet 6 inches long, 30 feet 6 inches beam, draft of water 12 feet when light, 15 feet when deep ; and the latter built of iron at Port Glasgow in 1866, being 661 37/100 tons, 150 horse power, 225 feet 3 inches long, 30 feet 2 inches beam, draft of water 12 feet when light, 15 feet when deep.

A deposit of 10 per cent of the Purchase Money to be paid into the Bank of Bombay on the acceptance of the Tender and the remainder on delivery of the Vessel or Vessels—the acceptance or otherwise of the offers made for these Vessels being subject to the approval of Government. The Vessels are open to inspection by application on board, and any information may be obtained at this office.

By order of the Superintendent of Marine,

GEO. INGLIS, Secretary.

Superintendent's Office, Bombay, 28th June 1870.

In the matter of the TRUST ESTATE of PESTONJEE FRAMJEE CAMA, DOSSABHOY FRAMJEE CAMA, RUSTOMJEE NUSSERWANJEE CAMA, and COWASJEE PESTONJEE GOOLA CAMA, lately carried on business in partnership at Bombay under the style and firm of P. and D. F. CAMA & Co., and at Calcutta under the style and firm of D. F. CAMA & Co.

W. WARDEN MORICE.

NOTICE is hereby given, to all and every person or persons or Companies, who are or claim to be the Creditors of the above named traders or of their firm, or any of them, that they are required either in person or by duly authorised Attorneys to sign the Trust Deed and to prove their Claims, with full particulars thereof, before the Trustees of the said Estate, at their Office, in Sassoon Buildings, Elphinstone Circle, Bombay, on or before the 15th day of August 1870, in default whereof the Trust Estate will be administered without reference to Claims not sent in.

CURSETJEE NUSSERWANJEE CAMA, } Trustees of P. and
N. ARDASEER, } D. F. Cama and
ગોવલ્ડ લખમીચંદ. } Co.'s Estate.

Bombay, 4th July 1870.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

Suit No. 591 of 1866.

SEBASTIAN JOSEPH DE SOUZA, Portuguese, residing at Mazagon, without the Fort of Bombay... Plaintiff.

versus

SORABJEE JAMSETJEE BOTTLEWALLA, Parsee, residing at Breach Candy, without the Fort of Bombay..... Defendant.

Pursuant to the Decree made in the above suit and bearing date the 14th day of February 1867, the following immoveable property WILL BE SOLD by PUBLIC AUCTION, before CHARLES E. FOX, Esquire, Commissioner of the Court of Bombay, at his office, in the Court House, on WEDNESDAY, the 20th day of July next, at the hour of 3 o'clock in the afternoon.

All the Estate and Interest of the abovenamed Sebastian Joseph de Souza and Sorabjee Bottlewalla, or either of them, in all that piece or parcel of LAND or GROUND, with the messuages, tenements and buildings thereon standing, with the appurtenances, situate at Bandora, in the district of Tanna, on the south-east side of the Hill commonly known by the name of Chapel Point, containing by admeasurement four thousand four hundred and sixteen square yards, be the same a little more or less, bounded on or towards the north by vacant land belonging to the trustees of the Church of Nossa Senhora de Monte, on or towards the east by property in the possession or occupation of Manockjee Davur, Jona Dias and Antonio Gonsalves and others, on or towards the south partly by property belonging to Antonio Pereira and partly by property belonging to the abovenamed Sebastian Joseph de Souza, and on or towards the west by the property belonging to the Trustees of the said Church, and which lands and premises are now in the occupation of the said Plaintiff Sebastian Joseph de Souza and were lately in the occupation of Annie Maria Fernandes.

For further particulars and conditions of sale application may be made at the office of the said Commissioner, or at the office of Messrs. Manisty and Fletcher, Attornies for the Plaintiff abovenamed, in Rampart Row, within the Fort.—Dated this 21st day of June 1870.

CHARLES E. FOX, Commissioner.

IN the HIGH COURT of JUDICATURE AT BOMBAY.—Ordinary Original Civil Jurisdiction.

In the matter of the Indian Companies Act X of 1866, and in the matter of the BOMBAY RECLAMATION COMPANY, (Limited in Liquidation).

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen Defender of the Faith.

JAMES RANKEN and JAMES GEORGE SMITH, } Petitioners.
Liquidators of the said Company,

UPON the Petition of the abovenamed Petitioners, Liquidators of the abovenamed Company, on this day preferred unto the Honorable Mr. Justice Bayley, and upon hearing Mr. Mayhew, one of Counsel for the said Petitioners, and upon reading the petition of the said Petitioners duly declared upon this the twenty-third day of June 1870, and the affidavit of James George Smith, sworn and filed upon this day, this Court doth fix the First day of September 1870 as the day, on or before which Creditors of the said Company are to prove their Debts or Claims or to be excluded from the benefit of any distribution made before such Debts or Claims are proved ; and this Court doth order that the said Liquidators be and they are hereby authorized to insert Advertisements requiring the Creditors of the said Company, on or before the said First day of September 1870, to send their names and addresses, and the particulars of their Debts or Claims, and the names and addresses of their Attorneys (if any) to the said Petitioners, and to come in and prove their said Debts or Claims on or before the said First day of September 1870, and warning them that in default of their complying with such Advertisements they will be excluded from the benefit of any distribution before such Debts or Claims are proved.—Witness Sir Michael Roberts Westropp, Knight, Chief Justice at Bombay aforesaid, the 23rd day of June 1870.

By the Court,

G. H. FARRAN,
Acting Prothonotary.

Seal.
G. H. FARRAN,
The 29th day of June 1870.

Messrs. RIMINGTON, HORE & LANGLEY,
Attorneys for Petitioners.

NOTICE is hereby given, that in accordance with the terms of the Order of the Honorable Justice Bayley, above set forth, all persons Creditors, or claiming to be Creditors, of the BOMBAY RECLAMATION COMPANY, Limited, are hereby required to send their names and addresses, and the particulars of their Debts or Claims, and the names and addresses of their Attorneys, if any, to the Petitioners on or before the 1st day of September next, and to come in and prove their said Debts or Claims on or before the said 1st day of September ; and Notice is hereby further given, that in default of such Creditors and Claimants complying with the Requisitions of the above Notice, they will be excluded from the benefit of any distribution made before such Debts or Claims are proved.—Dated this 30th day of June 1870.

JAMES G. SMITH,
For self and Co-Liquidators, } Liquidators.

NOTICES.

NOTICE.—Mr. JAMES WILLIAM BROWN has been AUTHORIZED to SIGN our FIRM per procuration.

W. NICOL & Co.

Bombay, 4th July 1870.

NOTICE of REMOVAL.—We have THIS DAY REMOVED OUR OFFICE from Messrs. Finlay, Scott & Co.'s Buildings to No. 6, opposite the New Bank of Bombay. MOOLJEE THACKERSEY & Co.

Elphinstone Circle, 30th June 1870.

CHARTERED BANK of INDIA, AUSTRALIA, and CHINA.—After the 30th June next NO INTEREST will be allowed on CURRENT DEPOSIT ACCOUNTS at this Agency.

By order of the Court of Directors,

J. SIMPSON,
Acting Agent.

Bombay, 17th June 1870.

TUDOR COMPANY'S ICE HOUSE.—Mr. CHARLES S. BARSTOW WILL CONDUCT Tudor Company's BUSINESS at Bombay from THIS DATE.

B. F. FIELD, Jr.

Bombay, 1st July 1870.

JUBBULPORE SCHOOL of INDUSTRY.—TENTS.—On account of the great demand for TENTS made at this Institution, the Superintendent requests the favour of intending purchasers kindly sending their orders as early as possible, so as to allow of their being executed by the required time.

Revised Price Lists furnished on application to the Superintendent.

WE have THIS DAY REMOVED our STABLES to the Back Bay Compound, Girgaum, where all Orders will be thankfully received.

Shigram and Horse per day (ordinary week)	Rs. 4
Brougham Ditto	„ 5

Horse Fodder for Sale at Rs. 5-8 per cwt. or Rs. 30 per candy of 6 cwt.

Job Horse to let for any period.

BIERS & Co., Stables.

TO CAPITALISTS.—The LAND MORTGAGE BANK of INDIA (CREDIT FONCIER INDIEN) Limited are prepared to treat for the sale by PRIVATE CONTRACT of SUNDRY PROPERTIES in

BOMBAY,
POONA,
SHOLAPORE,
PANCHGUNNY,
KURRACHEE,

particulars of which may be had by applying to the Manager at the Bank's Office in Bombay. If desired part of the Purchase Money may remain on mortgage for a time at a moderate rate of interest.

SALE of LANDED PROPERTY at MAHIM.—On THURSDAY, the 14th day of July, 1870, at 3 P.M., on the premises, Messrs. CRAWFORD and Co. will SELL by PUBLIC AUCTION, the following IMMOVEABLE PROPERTY, viz :—All that piece of ground or part of cocoanut and other trees and plantation thereon standing and growing, containing two Wheels, situate at Mahim Wood, fronting the public road called Agar Road, on the west side thereof, containing about seven thousand square yards, registered under No. 244, and Tax under No. 88, bounded on the east partly by the cart belonging to Bhugwan Bheema and partly by the cart of Bomanjee Framjee, called Madowtee, on the west by the Angar Road, on the north by the public passage, and on the south by the cart called Madowtee.

MACFARLANE & SKIPSEY,
Vendors' Solicitors.

TO the JUSTICES of the PEACE for the CITY of BOMBAY.—I hereby give Notice, that a QUARTERLY MEETING of the JUSTICES of the PEACE for the CITY of BOMBAY WILL BE HELD in the Durbar Room, Town Hall, on WEDNESDAY, the 6th day of July 1870, at 3 o'clock in the afternoon, precisely, to consider the following business, viz.—

1. A Memorandum from the Under-Secretary to Government (General Department) No. 1137, dated 13th May 1870, forwarding Copy of a Government letter No. 1195, appointing Captain Hector Tulloch Executive Engineer of the Bombay Municipality.

2. To appoint Clerk to the Justices in the place of the late Mr. C. E. Stanger Leathes.

3. Such part of Government Resolution No. 17 C. W.—72, dated 31st March 1870, as relates to the subject of the Water Supply of Bombay, with a Memorandum from the Municipal Commissioner on the subject.

F. STANGER LEATHES,
Acting Clerk to the Justices of the Peace for the City of Bombay.

Bombay, Town Hall, 27th June 1870.

DR. BLANEY will move—

"That the services of Dr. LUMSDAINE, in his capacity of Acting Health Officer of the City of Bombay, be considered."

F. STANGER LEATHES,
Acting Clerk to the Justices of the Peace for the City of Bombay.

Bombay, Town Hall, 4th July 1870.

COLUMBIAN STOVE WORKS.

Agent, J. NEUBERG, Bombay.

THE "ECONOMIST."—A large size Kitchen Range, complete with extra Hotwater Attachment.

J. NEUBERG.

Bombay.

THE "VICTORESS," Nos. 6, 7, 8, 9, COOKING STOVE, complete with and without Copper Oblong Hot Water Attachment.

J. NEUBERG.

Bombay.

THE "MAGNOLIA" COOKING STOVE.

J. NEUBERG.

Bombay.

THE "VICTORESS," Nos. 6, 7, 8, 9, COOKING STOVES, complete, with and without Brass Cock to Oval Boiler for Hot Water.

J. NEUBERG.

Bombay.

THE "QUEEN" HEATING STOVE is well suited for the Bedroom, the Nursery, or the Office. It has a moveable ornamental top, which when lifted off transforms the Heating Stove into a convenient COOKING STOVE, exposing the accommodation it affords for two Boilers or Kettles.

J. NEUBERG.

Bombay.

THE "EXCELSIOR" HEATING STOVE is also admirably constructed for the radiation of Heat with the smallest possible consumption of Coal, and has accommodation on the Top for one Boiler or Kettle.

J. NEUBERG.

Bombay.

JERUSALEM TIFFIN AND BILLIARD ROOMS, Corner of Forbes Street and Rampart Row, Fort.

The PROPRIETORS wish to call the attention of the PUBLIC to the above Rooms. A Large, Cool, and Airy Tiffin Room ; a Reading Room

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

TUESDAY AFTERNOON.

MARKET steady.

BOMBAY BILL AND STOCK LIST.

BANKS.

Number of Shares.	Nominal value.	Paid up.	Last dividend.	Names.	Cash Rates per Share.
	Rs.	p. a.			
100,000	100	all	4 p.ct.	Agra Bank	100
40,000	1,000	all	5 p.ct.	Bank of Bengal	1,450
10,000	500	all	5 p.ct.	Ditto of Bombay New	632½
15,000	500	100		Ditto 2nd Res. Issue	185
5,250	1,000	all	12 p.ct.	Ditto of Madras	1,450
80,000	250	all	8 p.ct.	Chartered Mercantile Bk. of L. L. & China	325
20,000	275	all	12 p.ct.	Hong. & Shanghai Bank	370
4,000	200	all	6 do.	Chartered Bk. of L. & C.	180
37,096	250	125	4 do.	National Bank of India	130
61,000	250	87½	12 do.	Oriental Bank	425

PRESS COMPANIES

150	5,000	2,850	250 p.s.	Akbar Cotton Press Co.	2,175
200	2,000	1,100	100 do.	Albert Co. Kurrachee	880
250	3,300	825	400 do.	Alexandra Press Co.	560
150	12,000	11,000	3000 do.	Apollo Press Co.	8,300
200	2,000	all	375 do.	Bombay Press Co.	2,275
200	500	all	93 do.	Do. New	575
500	1,800	all	800 do.	Colaba Press Co.	7,000
250	2,000	all	...	East India Press Co	1,900
150	3,000	all	300	Fort Press Co.	9,500
200	1,000	1,800		Framji Cowasji Press	1,050
200	6,000	all	245 p.s.	Hydraulic Press Co.	2,700
200	2,000	1,500	100 p.s.	Imperial Press Co.	1,370
1,000	9,000	2,000	100 p.s.	Kurrachee Press Co.	900
2,000	400	350	...	Mofus. Press & G. Co.	2,700
125	2,000	1,250	350	Prince of Wales Press	1,250
150	2,000	750	200 p.s.	Victoria Press, Madras.	1,250
150	9,000	all	150 p.s.	Timevelly Press Co.	1,250
400	1,500	...	...	Carwar Company	850

*Per share for the half-year.

LAND COMPANIES.

4,000	5,000	all	Rs. 65	Colaba Land Co.	1,710
8,000	150	all	Nil	Fenn Land & Pier Co. Ld.	180
1,750	2,000	2,0	Nil	Masagon Land	1,105
4,000	9,000	1,40	Nil	Port Canning	325

RAILWAY COMPANIES.

...	£20	218.3.6	5 p.c.	G. I. P. Railway Consolidated Stock	240
...	£20	109.1.5	do.	Do. New £20 shares	117
...	£ 6	43.10.2	do.	Do.	
...	£100	1,000	do.	B. B. & C. I. Railway Co.	1,100
...	£18	196.5.1	do.	Do. New Shares	200

SPINNING AND WEAVING COMPANIES.

400	2,000	1,700	50	Albert Mills Co.	1,080
500	2,500	all	115*	Alliance Spinning	2,025
500	5,000	all	...	Bombay	2,800 nl.
200	1,000	all	30*	Bombay United	775
800	150	150	...	Broach Mills	200
800	150	90	...	Do. New	100
800	5,000	all	...	Dharumsey Spinning	1,850
750	2,000	all	150 p.s.	Great Eastern	1,465
2,500	1,000	all	80 p.s.	Manockji Petit's	740
800	2,500	all	80 p.s.	Oriental	1,400 ex.d.
600	2,500	2,300	...	Royal	1,515

*Per share for the half-year.

MISCELLANEOUS.

	2,500	1,500	135 p.s.	Bombay Burmah Trading Corporation	880
4,000	50	all	5 p.c.	Mechanics' B'ld'g Co.	30
500	2,000	300	9	Kurrachee Landing and Shipping Company	170
2,000	500	all	Nil	Treacher & Co.	400

BANKS IN LIQUIDATION.

	Date of Liquidation.		
500	75	Jan. '65	Bank of Bombay
15	35	...	Do. China
200	35	Sept. '67	B'bay Trdg & B'king
200	60	Sept. '67	Brokers' Bank
250	2	Mar. '66	Central Bank
...	...	...	East India Bank's
200	10	Feb. '67	Indian Peninsula
200	68½	May '67	Royal Bank
130	74	Apr. '67	Old Financial

COMPANIES IN LIQUIDATION.

5,200	1,750	Nov. '66	Back Bay Co.
2,500	2,440	...	B'bay & Bengal S. S.
10,000	2,550	...	Bombay Sh ...
12,800	1,000	all	Elph'st'ne Land
10,800	1,000	650	Do. New

EXCHANGE.

On	Terms.	Rate
ndon	At sight	1s. 10d.
ondon Banks	6 months' sight	1s. 11d.
Do. Credits	Do.	1s. 11d.
Do. Documents	6 Do. do.	1s. 11d.
Calcutta	At sight	100
Do.	20 days' sight	99½
Do.	30 days' sight	99
Madras	At sight	99½
Do.	30 days' sight	99
China	60 Do. do	227

GOVERNMENT SECURITIES.

Five-and-a-half percent.	114½
Five per cent.	107½
Four per cent.	97½
Four & half per cent. (Public Works Loan)	106
Five per cent. Debenture Loan 1865	...
15 years' Debenture Loans	108
10 years' do. do	106½
5 years' do. do.	102
Six per cent. Municipal Loan House Rate	112
Do. Do. Market Rate	111

BANK OF BOMBAY.

Government Securities	4 per cent.
Mercantile Bills	6 ,,

PRICES OF BULLION, &c.

Sovereigns each	Rs. 10 3
Bank of England Notes	,, 10-4
Carolus	,, 200
Mexican Dollars	,, 220
Five-Franc Pieces	,, 203
Bar Silver	,, 108-1
Gold Leaf	,, 15-1
Bar Gold 10 oz. English	,, 16
Australian Gold	,, 196-76

CALCUTTA.—1st JULY 1870.

The market was rather quiet and very little business reported.

In Government Securities, some small amounts of 4 per cents. were bought at quotations and about 12 lakh of 3 years' Debentures sold at Rs. 101-2.

In shares, the following transactions took place :—

National Bank shares, at Rs. 130.

Port Canning Land Investment, &c., Co.'s shares, a time-bargain at Rs. 31½ for deliveries on or before 15 days and three or four others at Rs. 315, for deliveries in one month.

2 shares in the Assam Co. at Rs. 200 each.

Central Cachar Tea Co.'s shares, at Rs. 77.

—*Englishman.*

HONGKONG.—8TH JUNE, 1870.

OPIUM.—Patna, New, ... 8485
Old, ... 530
Benares, New, ... 455
Old, ... 500
Malwa, ... 645
Turkey, ... 850

COTTON.—Bombay, ... 19-22½
Calcutta, ... 18-22
Ningpo, ... 25-25
Shanghai, ... 23 to 24
Tientsin, ... 23
Camphor, ... 16 to 16-50
... ... 64
... ... 5-80 to 6-60

Bar Silver, 98 touch, $22
Sovereigns, English $4-50
,, Australian, $4-45
Discount, 10 per cent

EXCHANGE AND BULLION.
(Bank Rates.)

On London, 6 months' sight Bank Bills, 4/6½
,, Private Bills, 4/6
,, with Documents, 4/7
On Bombay, 3 days' sight, Rs. 234
,, Calcutta, 3 days' sight, Rs. 234
Specie, of 100 touch, 3 per cent premium
Gold Leaf, 100 touch, $22-35 per tael
Bar Silver, 4 per cent premium

CARGOES.

Per Emeu.—Silk : For England, 1,472 bales and cases. For France, 621 bales and 175 bales Cocoons.

HONGKONG OPIUM REPORT.

Messrs Jameson & Barton's Opium Circular, dated Hongkong, 8th June, 1870, says—

We had this pleasure last on the 26th ultimo, since when the steamers Viscount Canning and Emeu from Bombay, and the Statesman, Glenartney, and Arratoon Apear from Calcutta, have arrived. By these vessels, our Imports consist of 1,065 chests Malwa, 2,083 chests Patna, and 1,089 chests Benares Opium ; total 4,228 chests.

BENGAL DITTO.—The unsold stock having been held by a few parties only, and the continuance of a fair native demand, tended to keep the market steady for a few days subsequent to the issue of our last Circular ; Patna realising 497½ dlrs and Benares 471½ dlrs. Against these rates, Patna of the 5th sale's was dealt in, but not by the regular Importers of the drug, at 492½ dlrs, to 495 on 3 weeks' time to arrive, and in consummation of such operations, bargain chops or scrips were issued, and put into circulation by sundry speculators, the term of which is the prompt payment of 5 dlrs a chest with the exclusive option to the buyer either to demand the Opium bargained for in the event of an advance in the prices, or to forfeit the earnest money. By this improper system of speculating, the buyer runs only the risk of losing the dlrs 5 a chest, and escapes all further responsibility, no matter how great the fall in the value may be. The imprudence of such a course is too obvious to call for any special remark. Whilst this sort of transaction was going on, the Statesman arrived from Calcutta on the 29th ult., with about 940 chests, the greater portion of which being in the hands of strong parties, no material change was perceptible in the market, with a slight indication, however, of weakness towards the close of the day following the arrival of the said steamer when the drug changed hands at 468½ dlrs for Patna, and 472½ dlrs to 467½ dlrs for Benares ; closing at 492½ dlrs. and 465 dlrs. for the respective descriptions. The downward tendency gave an impetus to speculators, non-importers of drug, but, owing to a want of confidence, their operations were confined to a few chests at 487½ dlrs, and 457½ dlrs on three weeks' time. The receipt, however, of the telegraphic intelligence via Galle, by the mail steamer Emeu, on the 31st ultimo, to the effect that the regular direct steamers would bring on full supplies (since arrived) imparted a weaker tone, and the large holders have since evinced some anxiety as to the future tendency of the market. Looking to the present large difference between the value of this drug and that say about 210 dlrs, we have reasons for believing, that parative cheapness of Bengal will in a great measure checking any further serious decline in the prices, and ers at the Government auctions in Calcutta would but in keeping down the rates there, it may lead to a re business. That such a result may be confidently upon when the drug can be made to cost comparatively we may point to the fact, that notwithstanding the im of a much larger supply from the 5th sale than was exp fall in the price has as yet been to a no greater extent th a chest from the h ghest point of our last quotation, be accounted for only by the cheapness of the dru about by the favourable rates of Freight and Exchange, an impetus for shipment not offered, a much smaller quantity would have come forward, and the advance we anticipated to take place under the influence of low supplies would have been in all probability obtained.

The following may be taken as the ruling cash prices :—

PATNA, 483½ dlrs cash against 488½ dlrs same time last month.

BENARES, 453½ dlrs cash against 460 dlrs same time last month.

Patna of the 6th Sale to arrive on three weeks' time, 490 dlrs sellers, bargain chops of 495 dlrs with 5 dlrs a chest earnest money only obtainable from non-importers of drug.

MALWA.—In the absence of first quality, but very little was done, reductionable and inferior description occasionally found purchasers at 630 dlrs to 635 dlrs. The supply by the steamer Emeu proving small, and holders showing continued firmness, the market opened at 645 dlrs to 647½ dlrs, and at which, all the desirable parcels were at once taken up by the natives on credit terms with a small allowance in weight. There is at present no good drug obtainable, but the steamer Niger, due about the 15th instant, is expected to bring between 500 and 600 chests ; on receipt of which, we may look for cheaper rates. We would quote it now at 647½ dlrs. for really first quality only, against 630 dlrs. same time last month.

TURKEY.—None in the market ; nominal price 825 dlrs. to 850 dlrs.

PERSIAN.—Some small sales have been made at 495 dlrs. to 500 dlrs. per pecul.

EXCHANGE.—On Calcutta and Bombay, 3 days' sight, Bank Bills, Rs. 234 per 100 dlrs. On London, 6 months' sight Bank Bills, 4/6½ per dollar.

	Pat.	Bon.	Mal.	Per.
Estimated Stock, 25th May 1870	1,605	615	223	1,100
Imports p. str. Viscount Canning	...	...	38	...
,, ,, Emeu	...	...	1,027	...
,, ,, Statesman	556	425	...	...
,, ,, A. Apcar	863	303	...	...
,, ,, Glenartney	665	352	...	...
	3,688	1,695	1,288	1,100
Exports, &c., &c.	1,415	795	1,160	50
Estimated Stock, 8th June 1870	2,273	900	128	1,050
Estimated Stock at Shanghae, 2nd June 1870, Bengal Drug	902	3976	...	...

MILITARY.

ARRIVAL.—JULY 5.

Cruickshank, Lieutenant, Royal Engineers, on duty, from Hydrabad, Sind.

DEPARTURE.—JULY 5.

Rishton, Lieutenant-Colonel, 1st Regiment M. N. I., on leave, to the Neilgherry Hills.

SHIPPING.

DAILY FREIGHT REPORT—5TH JULY.

London	Cotton	£1 7s. 6d. to £1 10	Nom. p.ton
	Cases	£1 15s. 0d.	,,
	Oil	£1 0s. 0d. to £1 10s.	,,
Liverpool	Iron Ships Cotton	£1 7s. 6d. to £1 10s. 0d.	,,
	Wooden Ships ,,	£1 5s. 0d. to £1 7s. 6d.	,,
	Myrabolns & Coir bills	£0 7s. 6d. to £0 10s. 0d.	,,
	Seeds	£0 12s. 6d. to £0 15s. 0d.	,,
Havre	Cotton	£1 15s. 0d.	,,
	Coffee	Nominal	
Overland	Steamers	£3 0s. 0d.	
Liverpool via Suez Canal		£2 10s. 0d.	
China	Steamer Cotton	Rs. 5 to 6 per bale.	
	Opium	Rs. 25 to 30 per chest.	
	Sailing Ships	Rs. 3 per bale.	
Calcutta	Salt	Rs. 3 0 0 per ton	
Calcutta to Bombay		Rs. 14 to 15 and Calcutta Port charges	
Mauritius		6 annas to 10 p. bag nominal.	

ARRIVALS.

July.	Vessel.	Commander.	From.
5	Burmah (s)	Dickinson	Bussorah, June 17.
	Courier de Bombay	Heyner	Bordeaux, March 30.

DEPARTURES.

July.	Vessel.	Commander.	Destination.
5	City of Tanjore	Leslie	Akyab.
	Caspatrick	Elmslie	London via Havre.
	Himalaya (s)	Atkinson	Malabar Coast and Calcutta.

The following vessels obtained their port clearances yesterday :—

Steamer Behar, Blake, to Aden and Suez.

Steamer Columbian, Stewart, to China, &c.

Ship Glentilt, Lewis, to Liverpool.

Ship Courier de Bombay, Heyner, to Bordeaux.

Ship Winslow, Darmandarits, to Rangoon.

THE HOOGHLY.

July. ARRIVAL.

1 Moulmein (s) ..... Hansard ..... Akyab, June 28

July. DEPARTURES.

1 Hecuba ....
Kingsbridge ....
Erato ....

MADRAS.

ARRIVALS.

June. 29 Moultan (s) ..... King ..... Galle
Godavery (P S) .... Calcutta
30 Star of India ..... Holloway ..... London

DEPARTURE.

June. 30 Godavery (P S) .... Galle

Passengers arrived per Star of India—Mr and Mrs Gahan and Miss Magrath.

POSTAL NOTICES.

OVERLAND MAILS.

The Overland Mails per P. and O. Co.'s steam packets leave Bombay on every WEDNESDAY morning, and the following are the closing hours :—

The Mails close at the General Post Office at 7 P.M. on every Tuesday.

The after-packet remains open till 6 A.M. on Wednesday, for the reception of letters on which the usual fee of 8 annas is prepaid by stamp in addition to the postage.

Registered letters are received up to 4 P.M. on Tuesday.

The latest hour for posting Overland covers at the several branch post offices is 5 P.M.

Late letters may be posted at the Pier P. O. till 7 A.M. on Wednesday.

MAILS FOR KURRACHEE AND PERSIAN GULF

(By the B. I. S. N. Co.'s Contract Steamers)

Leave Bombay for Kurrachee on July 2, 16, 30 ; August 13, 27 September 10, 25 ; October 10, 24 ; November 7, 21 ; December 5, 19.

Leave Bombay for Persian Gulf via Kurrachee on July 9, 23 ; August 6, 20 ; September 3, 17 ; October 3, 17, 31 ; November 14, 28 ; December 12, 26.

CHINA MAILS.

The Post Office Packets for Ceylon, Penang, Singapore, and Hongkong, per P. & O. Company's steamer, will be closed at noon on Wednesdays, July 6 and 20, August 3, 17, and 31, September 14 and 28, October 13 and 27, November 10 and 24, and December 8 and 22.

AUSTRALIAN MAILS.

The Post Office Packet for Australia, per P. & O. steamer, will be closed at noon on Wednesdays, July 6, August 3 and 31, September 28, October 27, November 24, and December 22.

MAILS VIA BRINDISI.

Arrangements having been made for the experimental transmission of mails from India to the United Kingdom via Brindisi, Letters and Newspapers, (not packets of Books or Patterns), superscribed, by the senders, with the words "via Brindisi," and fully prepaid at the enhanced rates noted below, will be forwarded by the route mentioned—

Letters ..... 10 8 per ½ oz. each
Newspapers ..... 2 8 per 4 ozs. each

Letters and Newspapers for countries the route to which lies through the United Kingdom, superscribed with the words "via Brindisi," and fully prepaid at the rate published for the Marseilles route, together with 2 annas per ½ oz. each additional for Letters, and 3 pies per 4 ozs. each additional for Newspapers, will also be forwarded by the route mentioned.

Registered covers may be forwarded by this route on payment of the Registration Fee of 4 annas each in addition to the postage.

MAILS TO MAURITIUS.

Letters, &c., for Mauritius, Reunion, &c., will be forwarded on the following dates from Bombay to Aden, to be thence conveyed by the French Mail Packets to destinations :—

13th July, 10th August, 7th September, 9th October, 6th November, 4th December 1870, and 1st January 1871.

DESPATCH OF INLAND MAILS FROM BOMBAY.

MAILS.	Latest hours for posting. At General Post Office. Ordinary Letters & Papers.	After Packet Letters.	At Branch Post Offices.
For Bengal, N. W. Provinces, Punjab, Central Provinces, Malwa, Berar, and for the following Post Towns on the N. E. Line of the G. I. P. Railway, Wassind, Kussara, Ercutpore, Nasick, Munmar, Nandgaon, Chaliegaum ; and those for Bhosawul to Jubbulpore and Bhosawul to Nagpore	11 A.M.	12 NOON.	10 A.M.
For all Post Towns on the N. E. Line of the G. I. P. Railway as far as Rhenoor only	3.30 A.M.	.....	5 P.M. previous day.
For the Post Towns on the S. E. Line of the G. I. P. Railway, for Poona, Cantonment, S. M. Country, and Madras Presidency ; also for Ahmednuggur and Sconor	12 NOON.	1 P.M.	11 A.M.
For ditto on the S. E. Line of the G. I. P. Railway, as far as Poona	8 A.M.	.....	5 P.M. previous day.
For ditto on the B. B. and C. I. Railway, for Guzerat, Kurrachee, Pooné, Kattiawar, and Kutch	3-30 A.M.	4-30 A.M.	5 P.M. previous day.
For ditto in Southern Concan, &c., for Penn, Nagothna, Mhar, Khed, Dapoolee, and Rutnagherry	6 A.M.	.....	5 P.M. previous day.

Registered letters and bangky parcels for despatch by all mails will be received, except on Sundays, from 10 A.M. to 4 P.M.

BOMBAY GAZETTE.

PHILHARMONIC SOCIETY.—[illegible] are informed that the ANNUAL GENERAL [illegible] HELD in the Town Hall on WEDNESDAY, [illegible]st 5 P.M., when a Report of the Society's operations for the past Session will be read, and officers for the ensuing year appointed.

ALFRED WAKE,
Honorary Secretary.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE AND NO ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTHS.

CLEVELAND—July 5th, at Breach Candy, Bombay, the wife of Henry Cleveland, Esq ; Solicitor, of a daughter.

PINHEY—June 30th, at Kurrachee, the wife of Robert Hill Pinhey, Esq., of a son.

DEATH.

PRESTON—July 4th, at Bombay, Lyonel David, the infant son of Mr. David Preston, aged 9 months and 27 days.

BENGAL.

BIRTH.

DODS—June 30th, the wife of James Dods, Esq., Calcutta, of a son.

DEATH.

KERRISK—June 29th, at No. 27, North Entaly, Timothy Campbell, infant son of Mr. and Mrs. Kerrisk, of convulsions, aged 10 months.

MADRAS.

BIRTH.

TOMLINSON—June 27th, at Madras, the wife of T. A. Tomlinson, Esq., Madras Revenue Survey, of a son.

MARRIAGE.

KEENAN—JAMES—June 28th, at the Roman Catholic Cathedral, Bangalore, Mr. J. Keenan, Supervisor D. P. Works, to Margaret Justina, third daughter of Conductor W. James, Ordnance Department.

NORTH-WEST PROVINCES.

BIRTHS.

ROWCROFT—June 19th, at Mussoorie, the wife of Major G. C. Rowcroft, B. S. C., 35th Regiment N. I., of a daughter.

GRICE—June 24th, at Dalhousie, the wife of Conductor P. Grice, D. P. W., of a daughter.

DEATH.

MILERICK—June 26th, at Murree, of disease of the liver, Lieutenant J. Milerick, Commandant, Fort Michnee, aged 43 years.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

All communications respecting advertisements should be addressed to the "Advertisement Department."

Bombay Gazette Office, Bombay.

The Bombay Gazette

WEDNESDAY, JULY 6, 1870.

THE *Englishman* of Saturday contained the following startling announcement :—

"Lord Mayo has at last come nobly to the front. We are informed on unquestionable authority that His Excellency has insisted that Mr. Strachey should make a public confession of error in having misled the Government and the country in September last. Mr. Strachey, in reply, maintained that he had acted according to the dictates of his conscience, and had simply done his duty. No longer possessing the confidence of the Viceroy, he has resigned his seat in Council. A full disclosure of the financial situation will now be made. There is positively a surplus and, consequently, the Income-tax will be rescinded. Mr. Chapman, the Financial Secretary, is said to be in a very dismal condition, and also babbles about conscience. In the meantime Mr. Hollingberry has been instructed to frame a new scheme for the Financial Department. Lord Mayo has thus proved himself worthy of the post he holds."

By this time our Calcutta brother must be aware that some one has imposed on his credulity. The paragraph has little relation to the region of fact. Mr. Strachey has neither misled the Government, nor has he resigned, nor is the Income-tax about to be rescinded. "Unquestionable authority" has erred, not, perhaps, for the first time. Mr. Chapman may be in a "dismal condition," especially if he be an anxious man, since he has upon his mind that dismal swamp, the finances of India. But that phenomenon is nothing new. The estimates and regular estimates and revised estimates and actuals must be a weariness to the flesh, as well as the spirit, and a man would be a paragon who could keep his cheerfulness in such an environment. We should be delighted to know that there is a surplus large enough to permit the repeal of the Income-tax, partly because it would be welcome knowledge, and partly, we have the hardihood to assert it, because those results would cover all the Budget makers with confusion. The feeling is inhuman no doubt ; but, considering what an amount of suffering has been, is, and will be inflicted on the poorer classes exposed to the raids of Income-tax collectors, it would be also quite human to rejoice in the complete discomfiture of the Olympian band. Alas, we shall not have that luxury ! All we know is that there is a surplus of some kind on 1869-70. What one misses in the paragraph of our esteemed but misled contemporary is the name of Sir Richard Temple. If all that is stated there were true, should not something have been said about the Honorable Miuister who twice endorsed the "errors" of Mr. Strachey and who testified publicly, to the value of Mr. Chapman. If the paragraph were correct the position of Sir Richard Temple would be more unenviable than it is now. But where there is so much smoke there is probably some fire, and further financial somersaults are not impossible. The vice of Indian finance is the permanent uncertainty which besets the whole question : a consequence, as we take it, of the vain attempt to regulate the expenditure and taxation of India from one central office. That is a task passing the wit of man to accomplish, and, until the system is changed, debt, deficit, oppressive taxation, extravagance and discontent will continue to be the characteristics and consequences of our financial proceedings.

AMONG the practical measures adopted for the benefit of the people of India, we may fairly point to vaccination as one that affords prompt and efficient results. In the West, save by a few well-meaning fanatics, the value of this simple method of combating a hideous and fatal disorder is universally recognized. Probably no one medical invention has saved more lives than that of Dr. Jenner ; and whatever may be the opposition offered to its adoption in India, it behoves the Government to persist in thrusting the preventive upon the people by every legitimate means. Compulsory vaccination is very inviting, but at the present stage we are disposed to agree with those who think that the forces of persuasion and the examples of experience have not been exhausted. We admit that it is an open question, but more solid and lasting and satisfactory results will be gained by convincing the people than by forcing even this blessing upon them. In the last resort compulsion would be justifiable, and it might be expedient wherever the majority are distinctly favourable. But at present it would be desirable to wait, and allow the fruits of good deeds to work.

And the experience of vaccination becomes yearly more instructive to those for whose benefit it is undertaken. The report from the Punjab for 1869 is very encouraging. It is a startling fact that 193,000 persons in the Punjab died from small-pox during the five years ending 1869, the annual contribution varying from 65,505 in 1865, to 20,438 in 1867. In various parts of the province, especially in the great cities, small-pox is epidemic. But it certainly could not escape native notice that the only quarter of Delhi which was wholly safe during the prevalence of the pest there last year was a district of the Sadr bazaar where vaccination had been practiced. "Small-pox raged fearfully all round these people," writes Dr. Penny, "but not one of them was infected. The contrast of the wailing and mourning to be heard in the neighbourhood, with the bright and cheerful faces of the saved ones, was very remarkable." And if it be true, and the medical men believe the story, that native quacks administered the virus of small-pox in pills, just as in the Simla hills they used to administer it dissolved in water, it is no wonder that death reaps such a harvest. That persons should permit their children to be inoculated with a deadly poison, and refuse vaccination which is not deadly, which is generally, if not always, a preventive, is a mystery of human eccentricity.

Active operations against the common delusion and the common enemy are now vigorously carried out in the Punjab. Through the agency of various establishments 274,196 persons were vaccinated in 1869. The special vaccine establishment, the most active and most efficient, operated on 180,368 and 96 per cent of the cases were successful. The dispensary establishments record 73,597 cases, with a less favourable, but still encouraging, result, the successful operations being 72 per cent. The whole number vaccinated exceeded by more than 20,000 the total of 1868. In addition, the establishments employed by Native Chiefs, Municipal Committees, Native Hakims, &c., are set down for 23,231 operations, of which nearly 74 per cent. were valid. These last figures are very welcome, since they testify to the ground gained in the strongholds of opposition. Indeed the operators obtained the largest number of patients where they secured the aid of the local native authorities. Jullundur has the merit of being the most public-spirited. The plan adopted was to divide the city into districts assigning one to each member of the Municipal Committee. Then the member and the vaccinators went from house to house, and as a rule the children were produced and the work performed. The example is worthy of imitation. It is found that the great cities, notably Lahore and Umritsur, offer at present the most effective opposition to the vaccinator. No plan has yet been discovered to overcome the obstacles presented by size, fanaticism, apathy. Dr. Garden recommends compulsion, but, and wisely, the Government refuses, without further experience, to play its last card. Sir Donald Macleod, at all events, preferred to try yet further the plan of working by persuasion through and upon the people themselves. Nor without reason. Since the vaccine establishment was formed in 1864 no fewer than 1,105,996 operations have been recorded as successful. Greater encouragement no Government could reasonably look for. We may remark that while the vaccine establishment returns 96 per cent, the dispensary vaccinators only return 72 per cent. of successful operations. No explanation of the contrast appears in the report.

CAPTAIN MURRAY, of the British ship Caractacus, has had his certificate returned, with commendation, by the Marine Court of Enquiry at Hongkong.

CAPTAIN J. E. WALTER, General List, Bengal Infantry, has been allowed furlough to Europe for two years, on medical certificate, under the furlough regulations of 1868.

WE regret to learn from the "Bangalore Herald" that Mr. Saunders, C.B., the Resident at the Court of Hyderabad, is suffering from ill-health, and that he will probably proceed on leave to England.

THE Calcutta "Examiner" states that "Mr. Mackenzie's estimate of the amount of Income Tax to be realised from Calcutta was eighteen lakhs, but he has been told by the Financial Department that he must produce twenty-five and a half lakhs."

WE are indebted to the "Gujerat Mitra" for the information that Baboo Keshub has converted the English nation to Brahmoism. It tells us—

"The great Reformer is at present drawing breath in the atmosphere of a small but most enlightened country to the far West inhabited by the nation of our rulers. His religious preaching and lecturing to the most exalted of its inhabitants have produced the desired effect. He has succeeded in convincing them of the truth of Brahmoism, the effect of which has been shown in the conversion of one Miss S. D. Collet. The lady, we hear, has also shown a desire to favour the world with a history of the Brahmo Samaj."

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

By Indo-European Telegraph.

THE NAWAB NAZIM.

LONDON, 5TH JULY, NOON.

Mr. Grant Duff replying to Mr. Gower in the House of Commons last night said he did not know when an answer regarding the Nawab Nazim's Memorial might be expected from India.

The document was very elaborate and was now engaging the authorities who were anxious to push on its consideration as much as possible.

The case, Mr. Grant Duff said, was most intricate and demanded much historical and official research.

OBITUARY.

Marquis of Lothian.

By British Indian Cable.

PARIS, 4TH JULY.

A Spanish Deputation has arrived in Prussia to offer the crown of Spain to Prince Hohenzollern. The French Press are opposed to the step.

ITALY.

FLORENCE, 4TH JULY.

The Œcumenical Council has terminated the debate regarding the question of Infallibility and has voted the scheme.

LONDON, 4TH JULY, AFT.

The Liverpool Cotton Market to-day was dull and heavy.

Fair Dhollera 8¾d.

ADDITIONAL PASSENGERS BY THE HOMEWARD MAIL.

THE P. & O. Co.'s s.s. Behar, Captain W. Blake, sails this morning for Aden and Suez with the following additional passengers :—

For Southampton—Mrs Tyler and three children, Captain Mackintosh, Mrs and Miss Wright, Captain Thos Payne, Dr. Gandy, and Mrs Fenwick.

For Marseilles—Lieutenant-Colonel Campbell.

For Suez—Mr W Kruger, Mrs H Kruger and infant, Mr Klusmann, Dr Wright, and Mr Ukermann.

THE TOOLSEE WATER SCHEME.

As the Bench of Justices will to-day have laid before it a memorandum by the Municipal Commissioner on the water supply of Bombay, we may fairly presume that such an important communication will attract a large attendance. To those Justices who are present at the meeting we may promise something more than a memorandum on the subject of the water supply—namely, a model of the Toolsee Valley and the works contemplated there with the object of providing Bombay with an independent supply of water besides that from Vehar. The model, which is of clay, shows at one glance Vehar Lake, Toolsee Valley, and every hill, hillock, mound, and depression in the surrounding ground, and is even so complete as to be embellished with model palm-trees, mosques, &c., &c. The embankments and waste weir also appear in model : two valleys leading from Toolsee to Vehar are filled in, and from a hill of solid rock between these valleys the Toolsee pipe is seen to emerge, and then to wind along the south-west shore of Vehar Lake, afterwards to be run into Bombay. The relative height of Toolsee as compared with Vehar is also seen ; and it may be interesting to state that from Toolsee there will be a pressure of water quite sufficient for the supply of the highest parts of Malabar Hill, which will also be of great advantage in the event of fires in high houses, for at present on such occasions there is often a lamentable want of pressure.

Another model shows the Toolsee outlet works, and this will doubtless be fully explained at the meeting. As we have said the embankment through which the pipe passes is a hill of solid rock. Through this hill it is proposed to bore a tunnel, and the pipe will run along one side of the tunnel, while on the other side a tramway will be laid, by which a new pipe can be put down, should it be required, or any other necessary work done. In the lake face of the embankment a large well will be constructed and the water will first flow into that well before being led away by the supply pipe. From the lake seven pipes, placed at different heights, pass into the well, and the supply may be drawn through any one of these pipes which may best suit the convenience of the engineer. Usually, the supply will be through the highest pipe (all the others being of course kept closed) so as to obtain the purest water, and on the mouth of each of these pipes will be placed a strainer or filter. In this well is placed the vertical supply or discharge pipe, into which the water may be admitted at five different levels, according to the level of the water in the well, and at the mouth of each of these entrances to the discharge pipe another and finer strainer is to be placed. To enable repairs to be made in the well, there is another pipe by which it may be altogether emptied, the pipes leading into it from the lake being of course all closed. For the purposes of repairs, also, it is proposed to run a tramway right round the edge of the well.

The above sketch of these beautiful models is merely a rough statement of generalities, but it may, we hope, be sufficient to incite in the Justices, and also in the public, a desire to learn fuller particulars.

SIND.

(FROM OUR OWN CORRESPONDENT.)

KURRACHEE, 2ND JULY.

FREQUENT notice has been taken, lately, by the local press of the disturbances in Lus Beyla, and some very varied and astounding views have been unfolded during the discussions. The Jam of Lus Beyla, at present a refugee in Kurrachee, has in turn been lauded as a hero, and cried down as a tyrant and a coward : people have not been wanting who, to serve their own interests, have not hesitated to hold him up as a martyr suffering under the wrongful and cruel oppression of the Khan of Khelat. The *Sindian* of the 29th contains a violent philippic against the runaway prince, but while the writer has succeeded in drawing a fair enough estimate of the Jam's character, he has fallen into one or two errors which I may be pardoned for noticing, especially as the subject seems to be attracting notice beyond the limits of our own province. The Lus Beyla man is at present a refugee here from his lawful sovereign, on the strict understanding that he in no way interferes with the affairs of his late command : Lus Beyla does not merely owe nominal allegiance to the Khan of Kelat, it is as much a part of the Khanate as any other part of Beloochistan, and the Jams of Beyla always paid tribute, or yielded military service to the Khans. The present ex-Jam's father was a man of very different type to his son ; he was an excellent governor, greatly respected, and always on good terms with his ruler ; as it was with the father, so it might have been with the son, but that unfortunately the latter's love of intrigue and his great ambition have led him, ever since the present Khan of Khelat came to the throne, now some thirteen years ago, to do his utmost to overthrow the power of his sovereign, and get himself proclaimed in his stead. It is with this end in view that he has ever sided with every rebellious Sirdar, and kept the country in one continued turmoil and ferment. It is hard to say whether the ex-Jam really believed that he would ever succeed in firmly establishing himself as ruler, for supposing him to be actually proclaimed, he, being of Sindee origin, would never be accepted by

TELEGRAPH LINE REPORTS.

KURRACHEE, 5th July, 8 P.M.—Latest dates from United Kingdom via Russia, 5th July, 2 P.M.; via Turkey, 4th July, 7-30 P.M. From Continent of Europe, via Russia, 5th July, 11-15 P.M. Cable right to Fao; Turkish line right to Pera; lines beyond clear; Persian line right to London.

WEATHER REPORTS.

VINGORLA, 5th July, 10 A.M.—Weather overcast, wind north-west, thermometer 77, rainfall 1 inch 79 cents.

KARWAR, 5th July, 10 A.M.—Weather rainy, wind [illegible] airs, thermometer 75, barometer 29·86, rainfall 1 inch 40 cents.

CANNANORE, 5th July, 10 A.M.—Weather clear, wind north-west moderate, thermometer 76, barometer 29·925, rainfall 82 cents.

TUTICORIN, 5th July, 10 A.M.—Weather fine, wind north-west, thermometer 89, barometer 29·84.

MANGALORE, 5th July, 12-30 P.M.—Weather rainy, thermometer 79.

BOMBAY GOVERNMENT TELEGRAPH OFFICE.—5TH JULY, 9 P.M.

Latest dates from United Kingdom.

Via Russia, 5th July, 12-10 P.M., Greenwich time. Time in transit, 1 hour 51 minutes.

Via Red Sea, 5th July, 11-55 A.M., Greenwich time. Time in transit, 2 hours.

Latest dates from Continent of Europe.

Via Russia, 5th July, 11-15 P.M., Greenwich time. Time in transit, 3 hours 55 minutes.

Via Red Sea, 4th July, 6-30 P.M., Greenwich time. Time in transit, 19 hours 40 minutes.

The time occupied in the transmission of messages to Bombay from 9 P.M. of the 4th to 9 P.M. of the 5th July is as follows:—

To Bombay		Max.	Min.
From	Kurrachee	0 49	0 1
,,	Calcutta	10 19	0 55
,,	Madras	0 49	0 13
,,	Galle	one in 4	28

MISSING SHIPS.

MUCH anxiety is being felt regarding the fate of three vessels belonging to the Clyde which are now considerably overdue on their respective voyages. On the 17th December last, the new iron-built ship Ladyburn, 1431 tons register, sailed from Greenock for Bombay, having on board a full cargo of coals, &c. The weather being boisterous, the ship put into Lamlash the same day, and thence she finally sailed on Christmas-day, and has never since been heard of. On the 21st February, while in lat. 41 N., long. 12 W., a buoy, with the name "Ladyburn" painted upon it, was picked up by the ship Mertola, which arrived at Liverpool. The captain of the Mertola likewise reports having seen portions of wreckage floating about, and his impression was that the wreck appeared to have formed part of a vessel which had been in collision. The buoy appeared to have been a length of time in the water.

The screw steamer Theban, belonging to the Anchor line, left Gibraltar for the Clyde with a cargo of beans, &c., on the 1st January, and has never since been heard of. The supposition is that the Ladyburn and Theban may have been in collision in the Bay of Biscay, and that both vessels have gone down. Seventy guineas have been paid to re-insure the Theban.

On the 18th February, the ship Hermione, belonging to Messrs. James Richardson and Co., Glasgow, left Matanzas for Greenock, and has never since been heard of. As the ship has now been upwards of 100 days at sea, considerable fears are entertained for her safety. It is supposed that she may have encountered ice and sunk.—*Home Paper.*

QUERY.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—Are the underwriters who issued policies of insurance for goods that were never shipped not liable to criminal proceedings as well as the captains who signed bills of lading, the policies being virtually considered bills of lading should the vessel be lost? I think it is worthy of the attention of Banks to open up this question, as they look to the policy as well as bills of lading being a *bona-fide* document. Are the European firms who endorse the native shippers' drafts and documents not abettors in the crime also, if it is a criminal act?—

Yours, &c., FAIR PLAY.

Bombay, 4th July.

COTTON FRAUDS.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—It may be thought rather an impertinent question to ask, but I, and I have no doubt many others, would much like to know of what utility the Cotton Fraud Department is to those who pay for its support, if, as would appear from the case of the Aurora and others, adulterated cotton can be passed in large quantities without detection. In writing on this subject it is not my intention to tax the Cotton Fraud employés with inattention to their duties, for I do not consider them so much to blame, but simply to make a suggestion or suggestions which I think will act as a bar against the facilities which now exist for pressing and passing adulterated cotton. What I have to suggest is, that in supersession of the present system of simply requiring sub-inspectors to attend at their presses from 10 o'clock in the morning till 5 P.M., it should be so arranged that no press could work without the presence of an inspector, and this I think could be done by adopting the system of relieving every twenty-four hours now existing in the Customs Preventive Service. And I would further suggest that when a press works at night, a moderate fee, say ten rupees, should be charged payable to the inspector on duty, and the same if on Sundays. As the department is now worked, it holds out first-rate opportunities to those who may be desirous of carrying out any little scheme in the adulteration line, as to do so they would simply have so to arrange it as to have the cotton desired to be passed pressed before or after 6 o'clock, and this could easily be done,—for as a rule during the fair season presses work from sunrise to sunset. There is, however, one drawback to the scheme of reliefs which I have proposed, and that is, it could not be carried out without some addition to the present staff of sub-inspectors, but seeing that the Cotton Fraud Fund is in so flourishing a condition just now, a few hundred rupees might, I think, well be given towards this object.—Yours, &c., J. T.

Colaba, 5th July.

HIGH COURT.—APPELLATE SIDE.

THURSDAY, 30TH JUNE.

(Before the Hon. JUSTICE GIBBS and the Hon. JUSTICE MELVILL.)

OFFERING A GRATIFICATION TO A POLICE PATEL.

THE QUEEN VS. KHOOSHAL ABDOOL.

On the 21st March last the prisoner was charged before Mr. E. James, full-power magistrate in the Khandeish district, with offering a bribe of Rs. 12 to Toolaram vs. Wullud Gunnee, as a gratification in order to induce him to use his official influence as police patel and cause the prisoner's father and mother-in-law to send his wife to his house. The prisoner pleaded guilty. Mr. James, in his finding, said that though it was clear the accused intended to give the patel the money in his official capacity as head of the village, it was not certain that he meant him to misuse his influence. He therefore fined him, two rupees only.

The record and proceedings in the case having been sent for, the Judges of the High Court reversed the conviction and sentence for the following reasons:—The Court reversed the conviction, the money not having been given as a motive for showing favour in the exercise of an official function. Section 163 of the Penal Code, they said, was altogether inapplicable. The section was probably the section which the magistrate had in view.

THE QUEEN VS. DIDARBUX.

In this case also the prisoner was charged before Mr. E. James, full-power magistrate in the Khandeish district, with criminal trespass, under section 441 of the Indian Penal Code, in having entered the house of Tookaram Josee of Julgaum in his absence from home. The prosecutor's daughter, a girl eight years of age, stated on simple affirmation that the prisoner came into her father's house and sat down by the hearth. She did nothing and she said nothing, but passed her hands over the pits. Then two women and a sepoy came and took her to the chowkey (police station). Another witness, a woman, stated that while passing along the road, she heard the prosecutor's child crying; she said some one was in the house. Witness went into the house and found there the prisoner, whom she did not know. Prisoner was sitting down, doing nothing. She was seized and given into custody. The prisoner said she entered the house for no reason. The magistrate, in his finding, said—"Whores must not enter other persons' houses in their absence. Accused is fined five rupees; in default, ten days' rigorous imprisonment."

The papers and proceedings having been sent for, the High Court reversed the conviction for house trespass, no unlawful intention being charged or proved; and directed that the fine, if paid, be refunded.

CURSONDASS MADHOWDASS AND CAPTAIN BROWN.

THE BILLS OF LADING QUESTION.

MR. CURSONDASS MADHOWDASS and Captain Brown of the Teresa were again brought up in the Fort Police Court before Mr. Connon, the senior magistrate, on Monday, the former charged with cheating Messrs. Finlay, Scott and Co., and the latter with abetment of that offence.

Mr. Peile appeared for the prosecution, Dr. Dallas for Cursondass Madhowdass, and Mr. Cleary for Captain Brown.

On the case being called, Mr. Peile said he would now call Mr. Reid for cross-examination on his information, but Dr. Dallas said he declined to cross-examine Mr. Reid, and Mr. Cleary said that as that gentleman had not sworn anything against his client he need not cross-examine him.

Mr. Peile said that if that were so he would call Mr. Wilson for cross-examination.

Mr. Cleary here remarked—If your Worship pleases, though I don't wish to interrupt Mr. Peile, I would wish to address you upon the point of the fact of signing these bills of lading not being a criminal charge or an abetment of the offence charged against the first prisoner. I know very well you have expressed yourself very strongly on the matter, but in duty to my client I would like to argue the point if you would hear me just now or subsequently. If I did not feel there is something in it, I would not undertake to occupy your Honour's time.

The Magistrate—I don't know of any strong expression of opinion on my part. If there was so, it was with regard to something Dr. Dallas was pleased to say to the effect that if a man signed bills of lading for goods whilst he had not shipped any of them at all, it was all right; and when he said so I remarked that it was against good morals, and it was bad law.

Mr. Cleary—I mean, sir, that Dr. Dallas said it was a custom, and I say it is so. I don't say anything at all personal of any one, but I will show from the preamble of an Act of the Supreme Legislative Council of India that it is a custom.

The Magistrate—Well, I am open to any instruction, correction, or reproof, but I think if you show me any law by which it appears to be lawful for a person in trade to tender bills of lading, saying he has shipped goods which are all in the air, that is a conclusion at which. I have not yet arrived.

Mr. Cleary—I submit that is hardly the question.

The Magistrate—That is the allegation of the prosecution as I understand it.

Mr. Cleary—If you would hear the point, I would be glad to submit my argument.

The Magistrate—I hardly think you could induce me to stop the case at this stage.

Mr. Cleary—I would like to try it, for I have something to say on the point.

The Magistrate—Have you anything to say to this, Mr. Peile?

Mr. Peile—If Mr. Cleary is to make a speech and quote cases in support of his argument, &c., &c., it will rather take me by surprise, for I did not expect that to-day; but I like to have time to consider it. But I wish to say that it will be necessary for me to ask for a remand as I am not in a position to complete the case for the prosecution to-day. I got some fresh information only this morning and will have to take out summonses to obtain some evidence, so that I can't finish the case to-day.

The Magistrate—You will have to complete it soon if I am to keep the prisoners in custody.

Mr. Peile—I have merely to ask for written summonses, in order to get some documents to place before the Court, and I am prepared to come any day. I have to get some cheques, I may say that, and these have to be searched for; and I require summonses before I can get them, and I only knew this yesterday. I don't at all wish to delay the case, but desire to get it ready as soon as possible; and I have no objection to Mr. Cleary's addressing the Court, as far as that goes, but I might find myself in this position, to have to ask your Worship to allow the case to stand over for reply.

The Magistrate—Without undervaluing any argument Mr. Cleary may have to address to me, I may say I do not think he could persuade me to turn out the case on that point.

Mr. Cleary—May I go on, sir?

The Magistrate—I shall be glad to hear you now.

Mr. Cleary then proceeded to say that though his Worship had expressed himself strongly, he still had the courage to submit the point in favour of his client, and what he insisted upon was this,—that if, either in the English law or the law of India, there was special legislation in respect of any particular thing, the Court must be bound by the law as to that particular thing Now, taking the laws, either as the law was in India or as it was in England, with the decisions thereon, they treated the signing of bills of lading where no goods had been shipped as a civil and not a criminal act; and if in India the Bills of Lading Act treated such signing of bills of lading, not as a criminal but as a Civil, matter, he submitted that—there being special legislation in the country with regard to bills of lading, if that did not treat the signing of bills of lading where goods were not on board as a criminal act, it was hardly the proper course to endeavour to discover that there was in the Penal Code any clause that would apply to bills of lading, and to force a construction from a general act when the special Act itself with regard to bills of lading did not state it to be a criminal matter. Now Act IX. of 1856 of the Supreme Legislative Council of India even stated in its preamble:—"Whereas by the custom of merchants a bill of lading of goods being transferable by an endorsement, the property in the goods may thereby pass to the endorsee, but nevertheless all right in respect of the contract contained in the bill of lading continue in the original shipper or owner, and it is expedient that such rights should pass with the property; and *whereas it frequently happens that the goods in respect of which Bills of Lading purport to be signed have not been laden on board*, and it is proper that such bill of lading in the hands of a bona fide holder for value should not be questioned by the master or other person signing the same on the ground of the goods not having been laden as aforesaid; It is enacted." Then section I. provided as to rights under bills of lading vesting in the consignee or endorsee; section II. provided against the affecting of stoppage in *transitu* or claims for freight; and then the last clause provided—"Every bill of lading in the hands of a consignee or endorsee for valuable consideration, representing goods to have been shipped on board a vessel, shall be conclusive evidence of such shipment as against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped, unless such holder of the bill of lading shall have had actual notice at the time of receiving the same that the goods had not in fact been laden on board: Provided that the master or other person so signing may exonerate himself in respect of such misrepresentation, by showing that it was caused without any default on his part, and wholly by the fraud of the shipper, or of the holder, or some person under whom the holder claims." Now if that had been intended to be a criminal Act, would one not expect a section to state the fact and another to state the punishment? That Act was a copy of XVIII. and XIX. Vic., cap. III. sec. 3, passed in the same year. The English Act was not immediately before his Worship and he referred to it, not because it had any effect in India but merely as there were decisions on it quoted at pp. 281 and 282 of Abbott's Law of Merchant Ships (11th edition). There the very same difficulty existed as was now before the Court; the bill of lading had been signed in the case of Lickbarrow *vs.* Mason before the goods were shipped, and Mr. Justice Buller had suggested that the holder of the bill might have had an action against the master who had signed it for fraud: and the same applied to Gadsden *vs.* McLean, 9 C. B. Reports, p. 283.

The Magistrate—Oh, I am not going to decide as to any rights in a civil action.

Mr. Cleary proceeded to say that what he submitted was simply and plainly this. Nowhere in the Acts regarding bills of lading, as stated in India or England, was there any clause or section which made the signing of bills of lading by the captain, alone, and the creation, so far as he was concerned, of a document that might be made use of by another party, a criminal act. There was no authority for calling that a criminal act, either by the Bill of Lading Act or by the decisions on the English law, and which applied also to the Indian law, as the Acts in both countries were the same; and there being no criminal charge under these it could not be sought to be made so by the Penal Code. The Supreme Council stated in the preamble which he had quoted, "Whereas it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board." Now from that it was evident that it was well known when that Act was passed that the custom existed, and had it been intended to make it a criminal act on the part of the captain to sign bills of lading before the goods were shipped, surely the Bills of Lading Act would have been mentioned in subsequent Acts referring to it. But that Act was not referred to in the Penal Code, and therefore he must take it as the law, and in it, in order to declare what the remedy for the captain was, they stated the defence he was to make, whereas had it been intended to deal criminally with the captain, his mouth would have been shut so that he could not state any defence. He submitted that they must discover whether there was a criminal case under the Act with regard to bills of lading, and from the decisions on the Act in England and the actions brought against owners and masters, no criminal case had been made out; and therefore they could not go away from the Act and decisions thereon to the Penal Code to discover, by a forced construction, whether there was a criminal case under the latter or not.

Mr. Peile said he did not think there was any necessity to ask for a postponement in order to answer Mr. Cleary's remarks, for if his Worship looked to the Penal Code which was passed in 1860 and compared that with the only Act applying to India, (Act IX. of 1856,) then came the question whether section 415 of the Penal Code was not actually enacted for the purpose of preventing such frauds as this. The Penal Code happened to be Act No. XLV. of 1860, whereas the act Mr. Cleary had relied upon was No. IX. of 1856, and who was to say that the Bill of Lading Act was not on the minds of the Legislature when they passed this extraordinarily comprehensive section 415, as to cheating? Bill of Lading Act is repealed.

Mr. Peile—It does not require to be repealed. The Act stands as it was. I did not say Act IX. of 1865 is not earlier than the Penal Code, but what I say is that at the time they were considering this Penal Code of 1860 they had this Act in mind: and you will see in section 415 the Penal Code goes very much beyond the English law, both as to the nature of the defence and its object.

The Magistrate—What does Mr. Robertson swear?

Mr. Peile—He says that in the month of May last he arranged for an advance of £20,000 against bales of cotton at the rate of £12 per bale. In pursuance of this arrangement bills of exchange for £20,000 were drawn upon Baring Brothers and Company, Liverpool, by Cursondass, and after endorsement his firm received the whole of the proceeds, and after deducting therefrom the sum of £2,500 or Rs. 25,000, which amount they had then already advanced to Cursondass, they held the balance to his credit to be paid to him, part in advance and part on his handing to them documents relating to shipments of cotton. On the sixteenth of May they paid in advance Rs. 100,000 or £10,000 sterling. That was the full amount of the intended payment in advance, and without production of documents no further moneys would have been advanced. On the 31st of May last Cursondass delivered to them the bill of lading bearing that day's date for one thousand bales of botton purporting to be shipped on board the Teresa, and then Mr. Reid made him a further advance of Rs. 60,000 or £6,000. He says he made that advance solely on the faith that these shipping documents were genuine and related to a genuine shipment, and that without these or other documents of a like nature being given he would not have made such advances of Rs. 60,000. He thought all was right until he received some information which aroused his suspicions, and he therefore went to see Cursondass. He found him at his bungalow at Malabar Hill, and asked him whether the whole or a portion of the 1,000 bales of cotton per Teresa was actually shipped; and he replied that none was shipped, and he expressed his regret that he should have so deceived Mr. Reid. He therefore charges Cursondass Madhowdass with cheating. That is the charge, sir! You will say what that means.

Mr. Cleary—Well, that has nothing to do with the captain.

Mr. Peile—Yes, it has: The captain is charged with abetment. Mr. Reid says, "I have read the deposition of Thomas Wilson, hereunto annexed, and I charge M. B. Brown therein named with abetment of cheating." Now section 415 of the Penal Code provides that, "Whoever, by deceiving any person fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation, or property, is said to cheat," —and Cursondass has by false pretences induced the firm of Finlay, Scott and Co. to alter their position as to property. As to the English Act and decisions we know they do not go so far as the Penal Code. Had the Penal Code been older than Act IX. of 1856, it might have done away with my case, but there is nothing in that. I say the captain is guilty of fraud under circumstances that will be detailed. The prosecution says the captain has conducted himself in business in such a manner as to show fraud; but with regard to that it would be impossible for you, I think, to decide if he has been guilty of fraud in the way he has conducted business with regard to these 1,000 bales of cotton, till you have heard the evidence. I am not to refer to the evidence that is to be given; but I can refer to what has been given, and from the evidence of Mr. Wilson it would appear the bills of lading were not signed in the regular way but outside the office, and the captain denied having signed any in advance until the 27th of June, when the whole thing was coming out. That circumstance would show there is fraud, and I say there is fraud. Surely then this section 415 comes in, which is so wide that it would almost include everything. There is no exception of bills of lading, and therefore it includes them, however much they are mentioned in any previous enactment. Of course if this Act to which Mr. Cleary has referred was of later date than the Penal Code it might have altered the circumstances, but till that is the case the quoting of an Act of 1856 is idle. But, sir, I ask you to defer any decision till you hear the case for the prosecution, for until you hear it all you cannot say if there is a case of fraud established or not as against the captain, as the last witness might bring everything against him.

Mr. Cleary—I say that everything Mr. Peile has said is applicable enough to the person into whose hands the bills came, the shipper, but has nothing to do with the captain. The captain does nothing himself: he only signs the bill and gets the guarantee, but with the representation which is made and which induces the advance of the money he has nothing to do. The last section of the Act does not contemplate that the signing of the bill is a misrepresentation, but the misrepresentation is made by the fraud of the shipper, or holder, or some person who claims under the holder. And as to this section of the Penal Code which is so wide, it can hardly apply to the captain, for it is not sworn in Mr. Reid's information that the captain did anything.

Mr. Peile—Of course it is not; but it is so in Mr. Wilson's deposition.

The Magistrate—Mr. Wilson's deposition discloses an abetment.

Mr. Cleary—I say the signing of the bills of lading is an innocent act.

Mr. Peile—It may, or it may not, be so; that depends upon the evidence.

Mr. Cleary—If a man gives another a bottle of poison and he administers it to a third, you might as well convict the first of poisoning for giving the bottle to the second.

Mr. Peile—And that sometimes is a penal offence.

The Magistrate—Well, I have not the least intention of stopping the case. It is perhaps not necessary to give my reasons; I shall do so if you like, but certainly I shall not stop the case now.

Mr. Peile—Well, we will proceed with Mr. Wilson.

MR. WILSON'S EVIDENCE.

Mr. T. Wilson, manager for Messrs. Rennie, Scovell and Co., was then called, and sworn.

Mr. Peile—To whom in the ordinary course of business, Mr. Wilson, should any money have been paid that was paid for freight of the Teresa?

Witness—To Rennie, Scovell and Co., the agents for the ship.

The Magistrate—I thought homeward freight was generally paid at home.

Mr. Peile—You will find payments are made even previous to shipment.

Witness—Supposing money is paid here, the agents are the proper parties to receive it.

Mr. Peile—It would be out of the ordinary course for the captain to receive it?

Witness—It certainly would.

Mr. Peile—Did you ask the prisoner Brown if he had received any moneys from Cursondass Madhowdass?

Witness—I did.

Mr. Peile—What answer did he give?

Witness—He said "No." I asked why he signed the bills of lading—if he got anything for doing so—and he said "No."

Mr. Peile—You asked him in fact if he had received any money from Cursondass?

Witness—Yes. I should not like to relate the course of the conversation, but he said he had got no money. I asked why he had signed the bills of lading out of my office and without my knowledge. I can't say if I in so many words so asked the question, but I certainly implied it.

Mr. Peile—You say he said "No," but what did he say "No" to?

Witness—He said he had not received any money from Cursondass Madhowdass.

Mr. Peile—Well, did he come and mention the subject of money? Did you ask regarding it, or did he volunteer the statement?

Witness—I can't really say. He distinctly told me he had received no money from Cursondass Madhowdass.

Mr. Peile—Where was this statement made to you, and on what day?

Witness—It was made on the 27th of June, in my office.

Mr. Peile—Is the captain entitled to demand any payment for signing bills of lading?

Witness—Certainly not.

Mr. Cleary—Was it a new thing for you to hear that bills of lading were signed when the goods were not shipped?

Witness—It was a new thing to know that bills of lading had been signed in the way that these bills of lading had been signed.

Mr. Cleary—Well, now, that is not an answer to my question.

Witness—I am afraid I can't answer that question all of a breath.

Mr. Cleary—All of a breath, sir! You can put your back to the wall, if you like. Will you take your breath? Would you like to have a little water? Now tell me, sir, did it surprise you? Did you never hear in your life of bills of lading being signed when the goods were not on board? Tell us the occasion when you last knew of such a thing being done.

Witness—I think this is the last occasion.

Mr. Cleary—Well, the last before this.

Witness—I can't remember, really.

Mr. Cleary—You can't remember?

Witness—No, I can't be positive as to the occasion before this.

Mr. Cleary—This is the last case.

Witness—It is.

Mr. Cleary—Well, upon that would you endeavour to exercise the powers of your memory and tell us the one previous?

Witness—I would require to refer to my books. I dare say I could find it from them, but I can't say.

Mr. Cleary—Well, tell us what little memoranda you put into your books.

Witness—Memoranda of guarantees for the shipment of cotton then alongside—or possibly on the bunder.

Mr. Cleary—Or possibly in the air?

Witness—Never in the air.

Mr. Cleary—Or possibly up-country?

Witness—Never up-country.

Mr. Cleary—Now tell me, Mr. Wilson, do you really think you will find a guarantee in your books for the shipment of cotton that was alongside the ship?

Witness—Yes.

Mr. Cleary—You were afraid they would run away with the cotton?

Witness—I beg pardon. (Question repeated.) I don't understand the question.

Mr. Cleary—Do you mean to tell me, sir, you thought it necessary to have a guarantee for cotton that it would be shipped when it was alongside?

Witness—Distinctly.

Mr. Cleary—Were there any other occasions on which you received a guarantee?

Witness—I said the cotton might be alongside, or it might be on the bunder. It was more often alongside, than any other way.

Mr. Cleary—You are sure you never took a guarantee nor made a memorandum of goods to follow, under the bill of lading, when there were none on board?

Witness—I don't remember such a case.

Mr. Cleary—Do you mean to say you don't know whether it sometimes occurred that when the captain signed the bills of lading there were no goods shipped?

Witness—I never knew of my knowledge, till the present instance arose, of a captain signing bills of lading when no goods were shipped.

Mr. Cleary—Not of your personal knowledge! But did you ever come to learn it was an incident likely to happen here?

Witness—I have heard rumours to that effect.

Mr. Cleary—You heard rumours?

Witness—Only rumours.

Mr. Cleary—Well, now, I don't know whether you managed that part of the business or not, but did you go aboard and see the goods were there before you advanced money on bills of lading?

Witness—No, I would not have done so. What I might think now, I am sure I don't know.

The Magistrate—You supposed the bills of lading represented genuine goods on board?

Witness—Yes.

Mr. Cleary—Even when you were aware that the bills of lading were frequently signed and the goods not on board?

Witness—Until the present case I did not know that was done.

Mr. Cleary—Had you no knowledge of it?

Witness—I had no knowledge of it beyond the rumour, and I did not believe the half of the rumours I heard.

Mr. Cleary—Nor would anybody else.

The Magistrate—And quite right too.

Mr. Peile—In the evidence you have just given, Mr. Wilson, you have mentioned instances of guarantees having been given when bills of lading have been signed before the shipment was completed. Are these given after the shipment is commenced, or just before it is completed?

Witness—Just before the shipment is completed.

Mr. Peile—And it is of such guarantees that you were speaking?

Witness—It was.

Mr. Peile—Then in fact these were guarantees where the major part of the shipment was already completed?

Witness—Where a portion of the shipment was completed and the remainder was in sight.

Mr. Peile—Now, for instance, taking a bill of lading like this, for 1,000 bales, how much would you have expected to be shipped before a bill of lading such as that would be allowed to be signed in your office?

Witness—A thousand bales is a very considerable quantity. I never saw a guarantee taken for more than 300 bales. Of course I speak from general recollection.

Mr. Peile—Did you ever even hear before this year of such a thing as bills of lading signed without any goods on board?

Witness—Yes; there were rumours last year.

Mr. Peile—But was that the first time you have ever heard of such a thing at all?

Witness—No; there have been rumours before, I believe.

This concluded Mr. Wilson's evidence.

EVIDENCE OF THE TERESA'S OFFICERS.

Robert B. Robertson, the chief officer of the Teresa, was then called and examined by Mr. Peile. He produced the cargo book of the Teresa, and deposed.—I kept the cargo book from the 9th June, previous to which date it was kept by the second officer. Looking at the mark on the bill of lading now shown me and comparing it with the portion of the book kept by me, I see no entries of 1,000 bales of cotton, or any part of 1,000 bales, bearing the mark N. S. B. B. from Cursondass Madhowdass. If any bales bearing that mark had been shipped since the 9th of June they would have appeared in this book.

By Dr. Dallas—I made all these marks myself, sitting on the gangway and copying them from the bales as they came over the side. I believe Cursondass Madhowdas shipped some bales on board the Teresa. I think, on looking to the receipt book, about 700 bales, but I am not sure about the number. I don't know if he has shipped about 1,400 bales, for I have not kept the book all the time, but during the time I kept it Cursondass shipped about 700 bales.

By Mr. Cleary—Nobody but myself received cargo after the 9th June; the second officer did so before that date. The captain told me there were goods expected on board, and on the day I joined the ship he gave me the memorandum I now produce and told me these were the marks and bales he expected during the next few days. These include the bales mentioned in the bill of lading which I have just seen.

Charles Forck, the second officer of the Teresa, was next called. He identified the cargo book as that of the Teresa, and deposed that he had kept it from the commencement of the lading, on 12th May, till the 8th June, when the first officer joined the ship; and the cargo book was then put in as evidence for the prosecution. The entries up to 8th June, witness said, were in his handwriting. He did not find in it an entry of any bales with the mark on the bill of lading now shown him. If there had been any bales with that mark shipped between the 12th May and 8th June, they would have appeared in the cargo book.

By Dr. Dallas—Witness did not know if Cursondass Madhowdass had shipped any cotton on board the Teresa, for he did not take particular notice of the cotton that came on board and could not make out several of the names. He had particular orders only for taking the marks and the quantities. Cursondass Madhowdass might have shipped 3,000 bales for aught he knew to the contrary.

The Magistrate—You have not 3,000 bales on board have you?

Witness—Oh, yes, sir; 6,000 bales.

Dr. Dallas—Of course he has. He has very nearly that belonging to us.

The Magistrate—Do you ask anything of this witness, Mr. Cleary?

Mr. Cleary—No, sir, not at this witness, but I want to call attention to the fact that the previous witness wishes to say something.

The Magistrate—I don't know that witnesses should make speeches.

Mr. Peile—He has made no statement to me. I know nothing about it.

The Magistrate—It's not usual for witnesses to make speeches, unless some question is put.

Mr. Cleary—He does not wish to make a speech, but to add something to his evidence.

Mr. Peile—He has not said a word to me, and I know nothing about it.

The Magistrate—What does he wish to say?

Mr. Cleary—I will tell you candidly what he wants to add,—that goods mentioned in the memorandum were shipped.

Mr. Peile—That all the goods mentioned in that memorandum were shipped.

Mr. Cleary—I did not say "*all* the goods," but that "goods" were shipped.

The Magistrate—Well, do you want to make an addition to your statement, Robertson?

The Witness Robertson—A good many of the goods mentioned in that memorandum which the captain gave me have been shipped.

Mr. Peile—Of course the material part would be if any of the 1,000 bales marked N. S. B. have been shipped. I don't charge him anything else but these. (To the witness)—Have any of those marked in that bill of lading been received?

Witness—No.

Dr. Dallas—He said that already—clearly and distinctly.

Mr. Peile—Well, but this is a fresh statement, and I did not know but that it was to deny the former one.

THE QUESTION OF BAIL.

Mr. Peile then asked for an adjournment of the case. He did not wish a long adjournment; but as one part of the case had come to his knowledge only that morning he was not prepared to lay the evidence before the Court, and would require to take summonses to obtain the cheques to which he had referred.

It was then agreed that the case should be postponed till Thursday (to-morrow) afternoon.

Dr. Dallas then remarked that when he was last before this Court, he entertained the hope that the case would be concluded this day, so far as the prosecution was concerned, and he had made it his business to see the Clerk of the Crown, and that gentleman had said if the proceedings were concluded that day (Monday) he had no doubt the learned Judge presiding at the sessions would take the case. Now however it was quite clear the case could not be taken until next Sessions. Certainly as far as he was concerned he had been willing to do everything in his power to expedite matters, and he therefore wrote the prosecution a letter on the 30th June, the first paragraph of which was to this effect:—"We have ascertained from the Acting Clerk of the Crown that the Judge will certainly take this case if the depositions are sent up in time. Will you be good enough to be prepared to complete the case on Monday, and in order to facilitate the matter we shall waive our right to cross-examination." Of course he had acted in accordance with that to a great degree, for the trifling questions he had asked the witnesses had not occupied any time; but now there was every probability, in fact there was no doubt of it, that Cursondass Madhowdass would remain in jail until next Session, unless his Worship would be pleased to reconsider his decision as to not accepting bail. There was no doubt that all questions as to bail were in the discretion of the magistrate, and ordinarily bail was taken unless the crime was one of a heinous character, or it was anticipated that the prisoner, if at liberty, would destroy or make away with evidence. But neither of those reasons existed in this case, and it would be merely a question of security, and if sufficient was given he did not see why Cursondass should not be allowed to go about and attend to his business. It was notorious that though this unfortunate transaction had happened, Cursondass was a man of large business relations with England and all India, and he was suffering great pecuniary losses by being shut up at this particular time. Under these circumstances he would ask his Honour to admit his client to bail. Of course if the case was going up to these Sessions he would be satisfied with the previous decision, but now, since it appeared it would not be tried for three or four months, he thought Cursondass should be liberated on bail.

Mr. Peile—I must say I was not under the impression that the case was to be tried at these Sessions. I don't know what your Worship's impression was.

The Magistrate—I know Chief Justice Couch gave peremptory orders that cases would not be received for the Sessions if committed after the morning the Sessions opened, and I must say I am very much surprised to hear Dr. Dallas's statement.

Mr. Peile—I can hardly bear out what Dr. Dallas says, for I made also an application to the Clerk of the Crown. I asked the state of affairs, and I must say I understood it was different from what we have just heard. I understood that if all parties were ready and agreeable to go on, his Lordship would take the case.

Dr. Dallas—Of course his Lordship would not go on otherwise, but I understood that if Mr. Peile was agreeable the case would be taken.

The Magistrate—Well, I don't suppose the Sessions will be over on Thursday or Friday or even Saturday, and if you conclude the case this week I may send it up to the Sessions; and if not I must say, Dr. Dallas, I would reconsider the application for bail before I kept Cursondass Madhowdass by any act of mine in gaol till next Sessions, and would admit him to bail if I had good substantial bail, which means a deposit of Government paper or something as good.

Mr. Peile—I need not say, sir, I would be sorry to lengthen the case so as to prevent the trial at these Sessions, but I got the information at the last moment and would have had it here if I could, but could not.

The Magistrate—Well, we will go on on Thursday at half past two and sit up as late as you like.

COMPLAINT AGAINST THE POLICE.

Dr. Dallas then said he had another application to make in reference to this matter—he had to complain that the police had taken charge of Cursoudass Madhowdass' place of business, and were refusing to allow his servants, managers, and agents access to the office, so as to carry on the business as usual. Of course he need not tell the Magistrate that such conduct was entirely illegal. His Worship had nothing to do with it, it was clearly the act of the executive police, but he thought if his Honour were to express an opinion on the subject, the executive police would have the sepoys removed. As he had said before, the case related to business transactions; and though the prosecution had thought it necessary to take proceedings, he was quite sure they did not wish to injure Cursondass more than was necessary, but when a man of business was shut out from access to his papers, they knew what must be the result. He could not understand why the police should have taken such a step, but it was a fact that they would not allow access to the premises.

The Magistrate—Why don't you go to the High Court?

Dr. Dallas—I cannot do that in a summary way; I can only bring a suit for trespass, and that can't be decided for three or four months.

The Magistrate—The executive police are not subordinate to me, except perhaps within these four walls: I could not order them to go into Cursondass' place except I gave a warrant, which I have not done.

Dr. Dallas—Of course a great deal is left to the police before a case comes before a magistrate, but it is most unwarrantable that whilst a case is *sub judice*, the police should endeavour to act in that way, to employ the terrors of the law to prevent Cursondass or his servants from discharging his business.

The Magistrate—I thought they might be watching what was being done, and perhaps reasonably so. What they are doing I don't know.

Dr. Dallas—They have no right to interfere with his managers.

The Magistrate—They are acting on their own responsibility.

Dr. Dallas—But it is a matter on which I ask advice for them. If you say you do not approve of it, I do not think the police will do it.

The Magistrate—I can hardly believe the officers are by violence preventing the business from being carried on.

Dr. Dallas—I have brought it to the notice of the prosecution.

The Magistrate—Have you brought it to the notice of the Commissioner of Police?

Dr. Dallas—No.

The Magistrate—He is the proper person; I shall communicate with him.

Dr. Dallas—My client carries on a large business, and to interfere in the police are doing is to stop it.

Mr. Peile—I think it is right the books should not be re

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GI URT.—5TH JULY.

owell, Esq.)

THE charged with stealing certain ornaments of the value of Rs. 18, and was sentenced to receive twelve stripes.—Another Mussulman was charged with stealing an umbrella, and was sentenced to six weeks' rigorous imprisonment.

THE FRONTIER AFFAIR.

THE ken in attributing, to Mahom zai division of Wazeerees, th relieving party, which was on utpost. There is such a sectio the aggressors on this occasion. of the Ahmedzai divisions. T Ahmedzais occupy the territory en the Atmanzai and Mahsood osition of the Mahomed Kheyls, our displeasure, being at the p River debouches on the plai act has not given the British on to complain. The cause of present unexplained. The clan ers less than fourteen hundred te.

AN NGALI LADY.

BENGA Robinson's report on the nativ f a vernacular journal conducte li lady, and we congratulate on this remarkable addition The journal itself it would be too closely, and every allowance strange circumstances under whi not, however, do otherwise than l courage of our fair sister of ng through the tramels of O ion, and we cordially wish her success in her novel speculatio

Like mo to coin a word—of the *Banga Mo* matters of religion, and takes the prospects of Hinduism. T ho used to be its chief support ar has no kings, or, if it has, they ner; while as for the priests, " m have forsaken the path of re wing for the decline of her co or prays for the success of the ," but whether this means a gr r a society of native freemasons However, on the principle o own, we are quite ready to ec d to wish everything that our ac s. What more can we say?

The pensi wever, does not last long, and th herself from melancholy reflect ter a severe wigging to the railw rust that it will not be lost upon hat for the future he will look m se Baboos connected with the st ach those who purchase ticket- er not unprofitably on the mish urday nights, when, according to ghts are allowed in the carriage ners.

After this *Banga Mohila* again relapses into t the last we see of the Lady of oning a "Lullaby" for native m ing the conversion of Ganesh S w whose case made no little stir ch Court, and who as the rume withdrawn herself from the pr maries. From the lofty notion ly entertained by our fair fri y fancy that her lullaby woul soothe the infant gener

A FAMOUS PARROT.

An Australian paper has the following notice of the celebrated Victorian parrot :—

"The talents of this celebrated parrot are now so generally known and appreciated, that the owner makes no apology for publishing the following description of his accomplishments—

"He is of the Australian Corella species, about fifteen years old, of white plumage, with the exception of a rose pink layer of feathers on the throat and junction of the beak with the head, and a lining of yellow plumage to the under part of the tail. Some of his sayings arise from what is happening around him. Others are from being encouraged to talk by being talked to; but what appears to be strangest of all is the clear development of an imitative faculty, which must be the result of acute observation as to *movement*, and which no teaching could possibly convey. Another noticeable feature is the bird's ability to identify the dogs, cat, and magpie he knows by name; for instance, as well as calling a dog "Scottie,"—his name,—he will call him "Puppy." I give a list of the phrases he commonly uses, which although appearing peculiar, will by no means be tiresome to those who have an instinctive regard for the wonders of creation. To begin with: "Cocky," as he is called, will sing in exact time and tune, and with correct emphasis, a verse of *"Pop goes the Weasel"*—that verse referring to the *Eagle* in the City Road, and the "way the money goes," with not only the words of which many of us are acquainted, but practically so, and he will dance a kind of jig to the same tune without words. By singing a verse is meant the actual repetition of the twenty-six consecutive words contained in the four lines, word for word, to the precise time and tune, with the correct cadence at the end of each line. On being requested to sing this, generally precludes the performance by saying, with great emphasis, "Why don't *you* sing?" "Now then, go on." "Will you sing 'Pop goes the Weasel?'" and then commences singing the verse, beating time by a movement of the head. In the morning he will say, "Good morning, Mrs. Mac, Cocky wants his breakfast." "Good morning, Miss," "Good morning, George," "Good morning, Jane," and calls out "*Argus*," "*Age*," or "*Herald*." If placed on his back, he will say, as distinctly as you can, reader, "Poor Cocky's got the toothache, and is very bad," at the same time shaking his head in a woeful manner. To a dog barking near him he will say, "Be off, impudence." "Get out, what do you want?" And when seeing any one dusting or cleaning about, he will imitate the action and exclaim, "Oh! you dirty bird," "Oh! you dirty beast," "Oh! you dirty cocky." Among his shorter phrases the following are the most common:—"I'll knock your eye out," "I'll cut your head off," "You are drunk," "Come here," "Do you hear me?" "What are you about?" "Do you want a drink?" "Do you want a nobbler?" "Do you want some water?" "Oh! you naughty cocky!" "Oh! you naughty bird!" "Kiss me!" "Give me a cheeker!" "Kiss the bird!" "Kiss the poor little puppy!" "Kiss the pussy!" "Oh! the poor little puppy!" "Why don't you speak?" "Will you be quiet?" "Go out!" "I'll give it to you!" "What do you say?" and says "Yes" and "No" generally in the right place. In the morning, whilst indulging in that screaming noise peculiar to these birds, he will suddenly stop, and exclaim, in the most defiant and depreciatory manner, "Will you be quiet, making such a noise? Do you hear me? If you don't be quiet, I'll beat you!" He often grows pathetic, and will then begin pitying himself in such phrases as—"Oh! you *dear* little beauty!" "Oh! you darling little bird, what did they do to you this morning?" "Whose pretty bird is he?" "Did they tease you, cocky?" "Did they beat you, then?" "Oh! you sweet pretty cocky!" "You pretty boy?" He "hurrahs" both loud and clear, calls his master by name, and says "Good-bye" on his leaving the room. Among his list of dumb imitations are the following:—He imitates a lady sewing. On being given a piece of cloth, he first places his work, and then threads his needle, and proceeds, imitating most unmistakably the sound of the needle, and leaving the thimble, and the drawing of the thread through the cloth. He will also pretend to wash his face and comb his hair. He also coughs, sneezes, and laughs admirably. He will sometimes proceed to address an imaginary audience in a kind of jargon or gibberish, lasting for some minutes, amid which many words are intelligible. This he does with great vehemence and volubility, gesticulating violently all the time, and apparently challenging contradiction. Beyond these numerous illustrations, there are many others, but these will sufficiently show that the bird is really a curiosity, and one rarely to be met within any country."

EXTRAORDINARY CHARGE OF FRAUD,

On Tuesday (June 7) William Henry White, 41, described as an auctioneer, and giving an address in White-street, Borough, was brought before the Lord Mayor at the Justice-room of the Mansion-house, on a warrant, charged with having, between the months of January and May last, in his capacity as a director of a public company,—viz., the Manchester Insurance and Banking Company (Limited), unlawfully published a prospectus, well knowing it to be false in certain material particulars, with intent to defraud [illegible] Oswald Currie and others, creditors of the company. The prisoner had been arrested on Monday by William Green, a city detective officer, it being suspected that he intended to evade a summons which had been issued against him, and one Richard Bray, from this court. The circumstances were most remarkable.

Mr. George Lewis, jun., solicitor, conducted the prosecution; the prisoner at first defended himself, but was afterwards represented by Mr. Parks, solicitor.

Mr. Lewis, in opening the case, said the Manchester Insurance and Banking Company was formed at the end of 1868, and was registered about that time by the prisoner and others. There was a highly respectable office called the Manchester Insurance Company in Cheapside, and it had not the slightest connexion with that with which the prisoner was concerned. The Insurance and Banking Company carried on for a short time a questionable business in the City-road, but at the beginning of the present year removed to 55, Cheapside, almost opposite the offices of the genuine company. It there issued certain documents which were calculated to deceive and defraud the public. The first paper was a prospectus of the concern. This stated that it had been "registered pursuant to Act of Parliament 25 and 26 Victoria, cap. 89, and 30 and 31 Victoria, cap. 131." The trustee was "W. H. White, Esq."—the prisoner at the bar—and the chairman bore the name of George Smith, and had no address. The directors were John Jewell, W. H. Albus, Abraham Taylor, John Symons, Charles Baker, J. W Gilbert, and R. Bray, but none of their addresses were given. He (Mr. Lewis) would prove that "W. H. Albus, Esq.," was, in reality, the prisoner.

The Lord Mayor (interposing)—Do you mean to say he has Latinized his name?

Mr. Lewis replied that he did. He went on to state that the surgeon was "Dr. F. W. Palmer, of Osmond House, Old Kent-road," and that the prospectus afforded the information that the hours of consultation with that official were from 9 till 11 in the morning and from 6 to 9 in the evening. No doubt it was a good advertisement for him if he really existed. The arbitrator was "W. H. Mellor, Esq., Barrister-at-Law." That was not the name of the son of Mr. Justice Mellor, who was a member of the Bar, but further than that he could not say. The manager was "John White, Esq.," and the agents were in all parts of the world. The prospectus then stated that "this company offers to intending insurers the security of a large capital subscribed by a numerous proprietary, and guarantees a dividend of 5 per cent. per annum, payable half-yearly, secured by coupons affixed to every policy issued by the company upon freehold and leasehold security, consisting of state quarries, tin, lead, and copper ores, tea and coffee plantations in the West Indies, and property in Jamaica, premium and other securities to the extent of £50,000." (A laugh.) To an ordinary mind this would seem a very valuable investment, and the prospectus added, what was very true, "that the directors have adopted quite a new principle, which they are the first to introduce into this country, whereby every policyholder, as well as shareholder, shares the profits of the company by the issue of coupons payable to bearer, and by so doing the policyholder gets the interest for his money every six months, as well as providing for himself in case of sickness, old age, and death."

The Lord Mayor—Are you reading from a printed document or quoting a page of Punch? One can hardly believe such an incredible statement to have been really issued.

Mr. Lewis, in reply, said he was merely reading the prospectus of the company. It went on to say—"Why should not the policy-holders share the profits of the company every six months as well as the shareholders (a fact) not the funds also be held in trust for the policyholders as being put by as a reserve fund and being invested in some foreign bonds, which, in the course of a few years, turn out to be worth little or nothing, and by chance a few heavy claims fall upon the company, and instead of the claims being paid, the company is wound up and the policy-holder and shareholder defrauded of his income, besides being too old to join any other office; but if he received his dividend every six months, if the company met with a heavy loss or two, instead of winding up the company, they would issue share warrants to bearer, secured by coupons, payable at £10 per cent. interest, the policy-holders and the shareholders would at once take up the shares and release the company of the difficulty, which in a few months would be got over and injure no one, and it would be impossible to bring any company to grief that carried on its business upon those principles." That was one long sentence, and to him (Mr Lewis) it was utterly inexplicable. But that was not all, for, according to the prospectus, "the great principles of this company are the payment of policies during the lifetime of the assured (laughter) without extra premiums, the indisputability, and of their sustaining of the policy from forfeiture." Those, no doubt, were very remarkable and original, but at the same time vague and ungrammatical, principles for a life office. The whole of the funds of the company were stated to be invested for 25 years, and the directors were "gentlemen of thorough business aptitude and capacity, each of whom has a large pecuniary interest involved in its prosperity." To show that the benefits of the company were open to all, it was stated that "males and females are eligible for assurance from one month old to 85 years." Then the questions were answered, "Why should I insure?" and "How should I ensure?" and at the end was this statement, "Deposits received at 5 per cent. interest. All sums under £50 repayable upon demand. Current accounts opened similar to ordinary bankers. Cheekbooks supplied. The capital being invested on freehold and leasehold securities renders it a safe and eligible investment for the middle and working classes; also to trustees, friendly, loan, and investment so[illegible] and others. In order to give as little trouble as possible to depositors the directors have provided [illegible] books, which are used as at a regular bank. [illegible] members have taken advantage of this arrange[illegible] and regularly use these checks in the course [illegible] business. Men of small capital who do not keep bank[illegible] accounts, and who sometimes have considerable sum[illegible] their possession for a few days only, are enabled to p[illegible] their money in security and thus relieve themselves of the anxiety consequent upon keeping their own homes what to them is a large sum of mon[illegible] Sums of 1s. and upwards are received and paid daily b[illegible]tween the hours of 10 and 4 at the office." The prospectus concluded by referring to insurances against embezzlement, plate-glass breakage, and fire. There were actually no directors, and no sign of business being carried on, and the whole affair from first to last was a fraud. It had been conducted by the prisoner and two agents. The prisoner had defrauded Mr. Currie, the prosecutor, and other persons, and his (Mr. Lewis's) only regret was that there was not a fund out of which the expenses attendant upon the exposure of such a commercial fraud might be met. It was essentially a public offence, and it was most burdensome for private individuals of small means to be called upon to prosecute.

Mr. Richard Spyer, clerk to the Registrar of Joint-stock Companies, deposed that the "Manchester Insurance and Banking Company (limited)" was registered on the 2d of January, 1869. The memorandum and articles of association were signed by, among others, W. H. Albus, of 9, Brasenose-street, Manchester, builder, and William Henry White, of 15, Neville-street, Southport, draper. The first registered office was 4, Portland-street, Southport, but in May, 1869, it was removed to 49a, Lord-street, Manchester; in November, to 66, City-road, London; and in February last to 55, Cheapside. The resolutions purported to have been adopted at an extraordinary general meeting held at the latter office. W. H. Albus was put down for five shares, and W. H. White, of Birtmorton, Worcestershire, gentleman, for 200. The capital was stated to be £2,000 in 2,000 shares of £1 each, of which 780 shares had been paid up. The calls had realized £491 2s., being £1 each on 450 shares and 2s. each on 320. The articles of association recited, among other things, that one of the objects of the company was to raise a fund out of which every member should receive £25 for every paid-up share in it, to enable him or her to purchase any trade or business in any part of the world, or to build a house in any town or country in the United Kingdom. (A laugh.) The company would also grant a free emigration ticket to those who might wish to emigrate, or the sum of £25, less purchase money, on every paid-up share in the capital of the company, repayable in one, three or 25 years, or in any way that might be agreed on. White was represented as having a salary of £400 a year as trustee, and was also an auditor with Bray.

The prisoner (referring to the estates in Jamaica and the West Indies) said he held the mortgages of them, and they were genuine securities.

Mr. Stephen Dunmere, a tea-dealer, at 55, Cheapside, said he knew the prisoner by the name of William Henry White. He was called on by him in January last, and he then stated that he wished to take some offices on the first floor, adding that the situation would be very desirable, and that the company which he represented then carried on business in the City-road. Witness asked for a reference, and the prisoner gave him the name of W. H. Albus, 50, City-road, to whom he applied by letter. The answer was that Mr. White had been the surveyor of the company over two years, and that he had a salary of £500 a year, out of which he had to pay office rent only. The writer added that White had given the company every satisfaction, and that he had no doubt he would do the witness the same. He accordingly let the offices to the prisoner in April at a rent of £70, to be paid quarterly. Not a farthing had been paid, and witness had issued a distress warrant, and seized the books and furniture. To retrain him from selling them the prisoner had taken out an injunction. Witness never saw any of the directors, and never heard of any public meeting there. The out-door business of the company was, no doubt, troublesome. (A laugh.) The furniture consisted of a table and chair. He found among the papers County Court notices for £1 14s. for printing, £4 4s. for advertising in the *South London Chronicle*, £4 4s. for other printing, and £5 12s. 6d. for diestamping and engraving. There were also some small prospectuses in which Mr Smith, a director, was described as living at Hackney, Mr. Jewell at Sydenham, Mr. Albus at Southwark-park, Mr. Taylor at Greenwich, Mr. Symons at Penge, Mr. Baker at Hackney, Mr. Bray at Peckham, and Mr. White, also at Hackney. Mr. Gilbert's name was omitted.

The prisoner declared that the directors would all be forthcoming to speak on his behalf. They were men of business, and Mr. Gilbert lived in Blue Anchor-road.

Witness replied that Mr. Gilbert had repudiated all knowledge of the company.

The Lord Mayor said no doubt when the directors saw the account of the proceedings before him that day they would, if they were gentlemen of character, appear and explain their transactions with the prisoner and the company.

The prosecutor, Oswald Currie, was next called. He said he lived at 189, Salmon's-lane, Limehouse, and was an eating-house keeper. In March last Thompson, an agent of the company, applied to him to effect an insurance in it. He thought he referred to the old established Manchester company. He accordingly paid 6s. for a policy of £150 on his furniture and stock in trade. It was brought to him by Bray, who signed his name to it in witness's presence. It was also signed by White. Witness's goods were destroyed by fire on the 25th of April last. He went in a claim to the company for £90. The prisoner inspected his premises and promised that the claim would be settled at the next meeting of the directors in three weeks' time. It had never been paid. [illegible] the receipts for the goods burnt, but he could not produce them. He then said he would draw up an affidavit for him by which the company would be enabled to make him an offer. Next day he went to the office, but found no one there, although he could hear people in. The following Monday the offices were there, and he came to the conclusion that he had been swindled. He subsequently met the prisoner, who reiterated his intention to pay the insurance. Witness tried to stop him on leaving the office, and in a struggle together the prisoner's nose was cut against a counter. Afterwards the prisoner said he was sorry he could do no better, although he admitted that he signed the policy as a director. Witness subsequently found the prisoner in White-street, Borough. [Mr. Lewis.—He calls that Southwark-park in the prospectus.] He went into his house with him, and the prisoner sent for two policemen and gave him in charge for arson. The policemen declined to take him.

In answer to the prisoner, the witness stated that he had occupied his house for five years, that he paid £15 for the good will of his business, and that he sent in a correct list of the articles destroyed to the company. He added that he had been thoroughly ruined by the swindle.

The prisoner indignantly denied that it was a swindle.

William Wathen, a cabinet-maker, at 55, Charlotte-street, Fitzroy-square, said on the 28th of January last he effected a fire policy for £100 with the company, which was signed in his presence by the prisoner in the names of White and Albus. He paid him for it. The prisoner, who had canvassed him personally, told him he was manager, and had an income of £500 a year; and before leaving he ordered an office table, which witness supplied. In payment for it he received a share in the company (a laugh), and was given three or four prospectuses to distribute. The policy was numbered 2,245. The prisoner said he was going to retire from his position, as the affairs of the company caused him a great deal of anxiety. Witness bid for an advance of £25 in the public market at the request of the prisoner.

Mr. Lewis called the attention of the Court to a statement in one of the circulars that 20,000 shares were about to be issued "to relieve the overcrowded state of the labour market by emigration, and to afford to the individual prudence and enterprise of its members that said and those facilities, the enjoyment of which has been hitherto exclusively confined to the capitalist." No doubt it was intended as an opposition to the Emigration Committee at the Mansion-house, over which his lordship presided. (A laugh.)

Richard Thompson, a porter living in Stepney, deposed that in March last he was employed to canvass in the fire department of the company at a salary of 1s. in the pound on £100. The prisoner gave him a number of prospectuses, and he continued to canvass until a fortnight ago, when he heard of Mr. Currie's loss. He obtained policies to an amount of £3,000 or £4,000. The prisoner also went about on the same errand. He had seen none of the directors except Bray, but he believed Jewell and Gilbert could be found. He did not know Mr Mellor, the arbitrator. Witness's agreement with the prisoner was signed "John White," and he had lost it since he had been in the court that day. No clerks were employed in the office. The prisoner did the writing part, and witness considered he was a clerk. He knew of no agents in all parts of the world, nor of John White, of Collin-street, Melbourne. He had never heard that the company had a capital of £50,000. He had seen check-books in the office, but no banking business was carried on. He had seen some farthings in a bowl, but no other money. (A laugh.) The prisoner lived in a second-hand clothes warehouse in the Borough.

At this stage Mr. Lewis applied for a remand, and threw out a suggestion to the Lord Mayor that it was a case in which he might fitly call upon the City solicitor to prosecute.

The Lord Mayor said such a case should be taken up by the Treasury if by any public body.

Mr. Oke, the Chief Clerk, said the Court could not institute a prosecution.

The Lord Mayor remanded the prisoner till Wednesday next, the 15th inst., at 12 o'clock, and declined to admit him to bail in the meantime.

It should be stated, to prevent misapprehension, that the name of Mr. W. H. Mellor was put down not merely as arbitrator of the company, but also as a holder of 50 shares. His address in the latter instance was given as "1, Temple-inn, W.C."

In the preceding account it is stated that Mr. Stephen Dunmere applied to Mr. W. H. Albus, of 50, City-road, with reference to the prisoner. Messrs. Elder and Son inform us that this is a mistake, they being the sole occupants of 50, City-road. 66, City-road was also mentioned as one of the addresses connected with this case. Mr. N. Arrowsmith writes to say that he has been the occupier of this house for 16 years, during which period no business but his own (a dyer's) has been carried on there, and that he has no knowledge whatever of the prisoner White, nor of any of the other names mentioned. Mr. Henry White, an auctioneer of Kennington-road, asks us to state that he is not the Mr. William Henry White of White-street, Borough, the defendant in this case.—*The Times.*

How to make a clean sweep.—Wash him.

Lancashire Proverb.—A doar plaat wi' a mon's naam on's a vaary goad thing, but a dinner plaat wi' a mon's dinner on's a better.

Lines by a native, on first seeing a Railway Engine—(unfortunately it was an Oudh and Rohilkund one.) Thou splendid and majestic mass of brass and polished steel! How awful is the mighty force of thy revolving wheel! Thou roarest like a lion that is hungering for his prey: Not e'en the ponderous elephant would dare to bar thy way. How glorious to be drawn along by such a mighty pile! Bas still for speed and certainty, I much prefer a BILL.—*Lucknow Times.*

OF DERBY ON PUBLIC CHARITIES.

[illegible]ted events, which have for some time [illegible]ed with considerable interest by the [illegible]ed in Liverpool yesterday (June 6.) [illegible]tion stone of the Stanley Hospital, [illegible]d on Stanley-road, at the northern [illegible]s laid by the Earl of Derby; and a [illegible] so later a combined fancy fair, [illegible], and great popular festival, which has been organized in aid of the hospital funds, and is to remain open till to-morrow (Wednesday) night, was inaugurated by the noble earl. The day was to a large extent observed as a holy-day, and, as the weather was exceedingly fine, the ceremonials were witnessed by large concourses of people. The style of architecture decided upon for the new hospital is the Renaissance, with a slight combination of Gothic. The plan provides ample space for 176 beds, but at present it is intended only to carry out a part at a cost of from £8,000 to £10,000, and to complete the design (the execution of which, in all, would require about £15,000) as the committee find that the funds will allow. The portion to be erected will consist of the main building fronting Stanley-road, and one wing containing four wards, and providing accommodation for about 50 inpatients, in addition to the requisite dispensaries for outdoor patients. The land for the site, about 8,000 square yards, was given by the Earl of Derby.

At 11 o'clock yesterday morning the Mayor of Liverpool (Mr. Hubback) received Lord Derby and a number of influential gentlemen invited to meet him, at the Town Hall. Thence the company proceeded in carriages to the hospital site, which looked very gay with flags and the bright summer toilets of a large assembly of ladies. Among those present were Mr. S. R. Graves, M.P., Mr. Charles Turner, M.P., Admiral Evans, &c.

The Earl of Derby having formally laid the stone, said—Mr. Mayor, ladies, and gentlemen,—I am not in the habit, as many of you are possibly aware, of delivering long addresses, either here or elsewhere; and least of all should I do so where, as I fear will be the case upon the present occasion, it is impossible that my voice could reach more than a small portion of the vast assemblage which I rejoice to see collected here. Speeches are about the only article as far as I know, of which, whatever the quality may be, the supply never runs short. (Laughter.) I hold that if a man has anything to tell that is really worth hearing, he can generally do it in very few words (hear, hear), and if he has nothing to tell, there is no use in his taking up much of his own or anybody else's time in announcing that fact. ("Hear hear," and laughter.) I hold, also, though I do not know that it is a very popular doctrine, that the most practical and useful part of the world's work is generally that which gets itself done with the least amount of noise and fuss. (Hear, hear.) But there are occasions on which public utterances, besides being a matter of custom, are legitimate and justifiable, and one of these occasions is when proclaiming to our neighbours and to the country at large, not the accomplishment, but the commencement, of a useful public undertaking. (Hear, hear.) When your undertaking is complete, ceremonials and addresses, although unobjectionable, are not to my mind particularly necessary. When the thing is done the best course is to say as little about it as may be, and begin afresh upon something that is likely to be equally useful in its turn. (Applause.) But when you are asking your friends and neighbours to tax themselves in order to execute a certain plan, it is necessary to tell them, first, that the plan is there, ready, and only wanting funds to turn it into a reality; and next, that it is of such a nature as to make the supply of those funds a public duty. Now, I do not think, especially after what the Mayor has said, that I need give you many details as to the want that exists for this hospital. Turn your eyes to the Mersey, and you will see lining its shores a range of docks the most magnificent and most costly, without exception, that any nation, at any period of its history, has constructed. (Hear, hear.) But will you reflect on which have cost 22 or 23 millions, and which are far from being yet complete. They will stretch, as you are aware, when finished, far to seaward of the spot on which we now stand, and remembering the local history of the last 50 years—remembering the enormous growth of Liverpool and its suburbs, of which the Mayor has reminded us; bearing in mind too, that that progress, though, no doubt, at varying rates of speed, has continued, in bad times as well as in good, through years of cotton famine, of depressed trade, and of manufacturing distress—remembering all these things, I assume that I am not rash to predict that there are many present who will see this coast, up to Seaforth, and perhaps beyond, filled up to the depth of a mile, inland, with ships and houses, with warehouses and railway stations, with a few churches and schools, and I am afraid a great many public-houses. ("hear," and applause.) In short, with all the requirements, and all the accompaniments, good and bad, of a dense and busy population. That is for us, in these parts, simply an inevitable destiny, unless either foreign war, on a vast scale, or domestic disturbance, interfere; and, for my part, I hope and believe we shall have sense enough to keep out the one and the other. (Cheers.) Well, from the commercial and statistical point of view—and it is a point of view with which I acknowledge a good deal of sympathy—that is a great result. But good and evil are easily intermingled in human affairs. With the sunshine you must have the shadow; and the shadow of this busy activity of a rapidly-expanding community throws is, unhappily, a very dark one. With every multiplication of mechanical power you have [illegible] to use it [illegible] power. With every increase in the density of a given population, other things being equal, you have—I fear it is a fact established beyond dispute—an increased liability to certain forms of epidemic disease. Where men and women are closely packed together contagion and infection find ample room to spread, and do what you will you cannot make the air of a great city as healthy as that of a country village. You have only to look at the rate at which children die in places like Liverpool to see what is the difference, and although sanitary improvement has done a good deal already it may do a good deal more, I fear the difference will always continue to be considerable. And if I turn from the sanitary to the social point of view, it is, I am afraid, indisputable that the difficulty of dealing with individual poverty and distress is greater in a community of some hundreds of thousands than where each family lives among a few neighbours, and where all are known to one another. Personal sympathy and personal acquaintance are things not easy to do without or to replace in the relief of the poor; and in a great mercantile or manufacturing community they will be rarer than elsewhere, not assuredly because there is less benevolence, but because everybody has got his own business to mind, and hardly anybody knows the name of his next-door neighbour. You may, indeed, argue that with so much wealth and prosperity we ought not to have many poor; but unhappily that is not a conclusion that experience verifies. Where there is drunkenness there will always be improvidence—generally improvism, and often things worse than either; and though we may be mending in that respect—and I think, on the whole, we are—I am afraid it must be admitted that we are still very far from being a temperate people. So, again, where unskilled labour is much in demand, and where, as in business connected with shipping and docks, a good deal of that demand is uncertain and fluctuating, you will have, I fear, a class permanently on the edge of want. Let sanitarists do what they can—and they can do much—to check the first growth of disease; let educationists and social reformers exert themselves as they will to raise the lowest class of honest labourers into a better position, we may feel quite sure that as long as any of us live doctors will have diseases to cure, and benevolent persons will not want for objects of legitimate charity to assist. Well, then, I think we may assume that if a hospital is a good thing anywhere it will be a good thing here. (Applause.) You have the river and the docks ever before you. Both of them likely, I am afraid, to furnish an unfailing supply of casualties. You will have all round this building a vast population chiefly of the wage-receiving class, and I cannot expect or hope, whatever I or you might wish, that other causes of suffering and disease will be wanting for which the individual sufferer is himself morally responsible. You have no rival institution of the sanie character within a distance of about a mile and a half, and none such is likely, for a long while at least, to be set up. I need hardly trouble you further, for the usefulness of a well-managed hospital is one of those things which you cannot easily prove, just because so no amount of argument or demonstration can make it clearer than it is. I have lately had occasion to say at a meeting in London, and I now repeat it here, that of all human institutions a well-managed hospital is one of the least liable to abuse. There is absolutely no room for imposture about it. A patient has no motive for pretending to be ill when he is not, and if he were to make the attempt he would probably fail. Then, again, though against the ordinary contingencies of life you may fairly expect even a poor man to provide, yet the accident of being thrown for weeks out of work, either by illness or casualty, and thereby losing the means of meeting an extraordinary expense at a moment when he has extraordinary expenses to incur, is one so exceptional in its character as to justify the application of an exceptional remedy. So again you may pauperize a man,—that is, you may teach him to depend on begging rather than on working,—by helping him over many difficulties, because many difficulties are up to recur, and with them recurs the temptation to beg; but nobody who has been treated for a broken leg ever wishes to break it again merely for the pleasure of being cured. (Laughter and cheers.) There is still another view of the case, and that is, that by bringing together [illegible] and the injured into one building you enormously economize the valuable time of the leading medical men, and thereby greatly multiply their power of work; besides setting up a school of medical science which is a benefit, of course, to every class of the community. (Hear, hear.) But these things are obvious, and I should not touch upon them except for one reason; but in days like these, when there is—and I rejoice to see it—great zeal in the cause of the suffering and the poor, but zeal not always accompanied by knowlege or judgment, and when, accordingly, many forms of so-called charity are afloat, many useless and some absolutely mischievous, we suffer under a double danger. Men get fairly puzzled to choose among all these. Those who are naturally free-handed and liberal either shut their eyes and give blindly and indiscriminately to all, or reluctantly abstain from giving to almost all from the fear that they will be doing more harm than good; and I need not say, in that perplexity and difficulty, others of an opposite turn of mind find an excellent excuse for not helping any body except themselves. (Laughter.) It seems, therefore, worth while to say, and I say it with entire conviction, that if any one feels he has a duty to perform in the matter of giving and is perplexed in his choice he cannot go wrong if he decides say the dispenser of his charity a well-managed hospital in a populous town. (Cheers.) I hope that this institution for Bootle and Kirkdale will fulfil the first of those conditions—that of good management. (Hear, hear.) The second, in the ordinary progress of events, it necessarily must fulfil; and here, on this public occasion, and in the presence of some thousands of those whom its future welfare most concerns, I commend it to the support and favour of my friends and neighbours, and the residents in and about this great city, who have shown by many a stately building and in many a durable institution that their public usefulness and their public spirit is not inferior to their private wealth. (Applause.)

Mr. C. Turner, M.P., moved a vote of thanks to Lord Derby for his kindness in coming there to lay the foundation-stone of an institution which he (Mr. Turner) felt would be of great use to his fellow-townsmen.

The motion was seconded by Mr. Weld Blundell, and carried with acclamation.

Lord Derby returned thanks for the great kindness and cordiality of his reception. He said that the connexion between the family which he represented and the town of Liverpool was, as had been remarked, one of very old standing, and it was to him not only a duty, but a pleasure to do what little might be in his power to promote the interests of that locality. (Cheers.)—*The Times.*

VICE-CHANCELLORS' COURT, June 2.

(Before Vice-Chancellor Sir John Stuart.)

LUMLEY VS. DESBOROUGH.

The object of this suit, which has been instituted by Major William Brownrigg Lumley, is to impeach the validity of a settlement executed by him in 1864 on Mrs. Eliza Lumley, the lady whose case has been so often before the public during the last two years, on the ground that he had signed it under the belief that she was at the time his lawful wife. It appeared that Major Lumley, who had served in India until 1845, when he was invalided home to England, had, on the 9th of July, 1847, gone through the ceremony of marriage with the defendant, who described herself on the marriage certificate as Eliza Haynes, spinster. In the year 1836 the defendant had gone through the ceremony of marriage with a certain Alexander Victor, a French teacher, in the island of Jersey. Victor had deserted her in 1842, when she returned to her family and resumed her maiden name, and she alleged, and Major Lumley denied, that these facts had been disclosed by her to him prior to the marriage. In 1864 Major Lumley, having become involved in a connexion with another woman, with whom, it was alleged, but not proved, that he had gone through the ceremony of marriage, left the defendant and agreed to settle £300 a year on her for life for her separate use. Accordingly, on the 11th of March, 1864, a settlement to that effect was executed by deeds, in which she was described as Eliza Lumley, and which recites that no settlement having been executed on their marriage, the provision was then made in consideration of his natural love and affection for her. During the preliminary negotiation for that settlement Major Lumley wrote a number of letters to the defendant, on which great stress was laid to show his ignorance of the previous marriage, speaking of her as his dear and honoured wife, addressing her in terms of warm affection, and blaming himself for the position in which they were placed. Voluminous evidence, a great part of which has already been before the public, was adduced on both sides, the principal contention on the part of Major Lumley being that he knew nothing about the prior ceremony of marriage until 1868, shortly before he took proceedings to indict the defendant for bigamy. It will be recollected that although the verdict of the jury was against the defendant, the conviction was quashed by the Court of Criminal Appeal.

This afternoon, at the conclusion of the arguments of the plaintiff's counsel,

The Vice-Chancellor said—I think the plaintiff's case has totally failed, and that I should not be justified in calling on the counsel for the defence. The bill is filed to set aside three instruments, on the ground of fraud, the alleged fraud consisting in the defendant, Mrs. Lumley, having executed those instruments, reciting that she was the wife of the plaintiff. That recital is said to be false and fraudulent, and the deeds, therefore, null. But in this, as in every case where a plaintiff comes to the Court with a charge of fraud, the Court requires unequivocal proof of the facts which he alleges constitute the fraud, and also requires him to show that the facts when proved amount to fraud. It is also the law of the Court that a voluntary settlement, not made in consideration of marriage, will not be set aside at the instance of the settler unless he can show fraud, when it, of course, amounts to no settlement at all. But it would be very difficult in any case to say a deed could be set aside merely on the ground that words of description are not perfectly accurate. But what are the facts in this case? The plaintiff had gone through the ceremony of marriage with the defendant, he had lived with her for 17 years, the deeds were executed at the end of those 17 years, the whole of which they had lived together, and held themselves out to the world as man and wife, when the cohabitation was about to terminate. In such a state of things, can it be said that the words used were otherwise than in perfect accordance with the description of the parties? It cannot, therefore, be that plaintiff's case fails. At the same time, it may be said that at the time she was executing the deeds she knew she was not his lawful wife. But to support a charge of that kind it must be shown that she knew, or that, at all events, she had reason to believe, she was [illegible] his lawful wife. I have asked myself whether there was any evidence of this, but have never been able to obtain any. The plaintiff's case has, therefore totally failed, and it would be unnecessary to go further into the facts if I had not to dispose of the costs of the cause. For that purpose I must look into the circumstances which gave rise to it. The grounds the plaintiff had for filing the bill, and under what circumstances he comes before the Court. Nor can I look at them without saying that they reflect great discredit on the plaintiff. I don't inquire what happened shortly before the settlement, but it is clear that the plaintiff knew that she was not his wife, and that she was the only person who had a perfect knowledge of both parties. For, whatever doubt the defendant may have entertained as to the validity of the marriage, it is evident she knew she stood in a peculiar position. Accordingly, on the 11th of March, 1864, a settlement to that effect was executed by deeds, in which she was described as Eliza Lumley, and which recites that no settlement having been executed on their marriage, the provision was then made in consideration of his natural love and affection for her. During the preliminary negotiation for that settlement Major Lumley wrote a number of letters to the defendant, on which great stress was laid to show his ignorance of the previous marriage, speaking of her as his dear and honoured wife, addressing her in terms of warm affection, and blaming himself for the position in which they were placed. Voluminous evidence, a great part of which has already been before the public, was adduced on both sides, the principal contention on the part of Major Lumley being that he knew nothing about the prior ceremony of marriage until 1868, shortly before he took proceedings to indict the defendant for bigamy. It will be recollected that although the verdict of the jury was against the defendant, the conviction was quashed by the Court of Criminal Appeal.

This afternoon, at the conclusion of the arguments of the plaintiff's counsel,

The Vice-Chancellor said—I think the plaintiff's case has totally failed, and that I should not be justified in calling on the counsel for the defence. The bill is filed to set aside three instruments, on the ground of fraud, the alleged fraud consisting in the defendant, Mrs. Lumley, having executed those instruments, reciting that she was the wife of the plaintiff. That recital is said to be false and fraudulent, and the deeds, therefore, null. But in this, as in every case where a plaintiff comes to the Court with a charge of fraud, the Court requires unequivocal proof of the facts which he alleges constitute the fraud, and also requires him to show that the facts when proved amount to fraud. It is also the law of the Court that a voluntary settlement, not made in consideration of marriage, will not be set aside at the instance of the settler unless he can show fraud, when it, of course, amounts to no settlement at all. But it would be very difficult in any case to say a deed could be set aside merely on the ground that words of description are not perfectly accurate. But what are the facts in this case? The plaintiff had gone through the ceremony of marriage with the defendant, he had lived with her for 17 years, the deeds were executed at the end of those 17 years, the whole of which they had lived together, and held themselves out to the world as man and wife, when the cohabitation was about to terminate. In such a state of things, can it be said that the words used were otherwise than in perfect accordance with the description of the parties? It cannot, therefore, be that plaintiff's case fails. At the same time, it may be said that at the time she was executing the deeds she knew she was not his lawful wife. But to support a charge of that kind it must be shown that she knew, or that, at all events, she had reason to believe, she was [illegible] his lawful wife. I have asked myself whether there was any evidence of this, but have never been able to obtain any. The plaintiff's case has, therefore totally failed, and it would be unnecessary to go further into the facts if I had not to dispose of the costs of the cause. For that purpose I must look into the circumstances which gave rise to it. The grounds the plaintiff had for filing the bill, and under what circumstances he comes before the Court. Nor can I look at them without saying that they reflect great discredit on the plaintiff. I don't inquire what happened shortly before the settlement, but it is clear that the plaintiff knew that she was not his lawful wife, and that she was the only person who had a perfect knowledge of both parties. For, whatever doubt the defendant may have entertained as to the validity of the marriage, it is evident she knew she stood in a peculiar position. Accordingly, on the 11th of March, 1864, a settlement to that effect was executed by deeds, in which she was described as Eliza Lumley, and which recites that no settlement having been executed on their marriage, the provision was then made in consideration of his natural love and affection for her. During the preliminary negotiation for that settlement Major Lumley wrote a number of letters to the defendant, on which great stress was laid to show his ignorance of the previous marriage, speaking of her as his dear and honoured wife, addressing her in terms of warm affection, and blaming himself for the position in which they were placed. Voluminous evidence, a great part of which has already been before the public, was adduced on both sides, the principal contention on the part of Major Lumley being that he knew nothing about the prior ceremony of marriage until 1868, shortly before he took proceedings to indict the defendant for bigamy. It will be recollected that although the verdict of the jury was against the defendant, the conviction was quashed by the Court of Criminal Appeal.

This afternoon, at the conclusion of the arguments of the plaintiff's counsel,

The Vice-Chancellor said—I think the plaintiff's case has totally failed, and that I should not be justified in calling on the counsel for the defence. The bill is filed to set aside three instruments, on the ground of fraud, the alleged fraud consisting in the defendant, Mrs. Lumley, having executed those instruments, reciting that she was the wife of the plaintiff. That recital is said to be false and fraudulent, and the deeds, therefore, null. But in this, as in every case where a plaintiff comes to the Court with a charge of fraud, the Court requires unequivocal proof of the facts which he alleges constitute the fraud, and also requires him to show that the facts when proved amount to fraud. It is also the law of the Court that a voluntary settlement, not made in consideration of marriage, will not be set aside at the instance of the settler unless he can show fraud, when it, of course, amounts to no settlement at all. But it would be very difficult in any case to say a deed could be set aside merely on the ground that words of description are not perfectly accurate. But what are the facts in this case? The plaintiff had gone through the ceremony of marriage with the defendant, he had lived with her for 17 years, the deeds were executed at the end of those 17 years, the whole of which they had lived together, and held themselves out to the world as man and wife, when the cohabitation was about to terminate. In such a state of things, can it be said that the words used were otherwise than in perfect accordance with the description of the parties? It cannot, therefore, be that plaintiff's case fails. At the same time, it may be said that at the time she was executing the deeds she knew she was not his lawful wife. But to support a charge of that kind it must be shown that she knew,